Retirement Plan

Speedway Retirement Plan

Summary Plan Description

Effective August 1, 2024

YOU CAN TAKE YOUR BENEFIT RIGHT NOW

For current and former employees of Speedway and its affiliates — you may take a distribution of your Plan benefit right now.

You may take your benefit, even if you are currently employed by Speedway LLC, 7-Eleven, Inc., or any of their affiliates.

To start your Plan benefit, contact the Marathon Benefits Center at Fidelity at 1-866-602-0595. **Also, refer to the "How to Apply to Start Your Benefit" explanation below.**

(If you are employed by Marathon or one its affiliates, you generally have to wait until you terminate your Marathon employment to take your benefit.)

This is an updated summary plan description ("SPD") for the Speedway 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 Speedway Retirement Plan (the "Plan").

This document is the summary plan description ("SPD") of the Plan as required by the Employee Retirement Income Security Act of 1974 ("ERISA"). This SPD is a summary, it 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.

This is a Frozen Plan; No New Participants; No Additional Benefits

As explained below in this SPD, the Plan is frozen. This means that it covers only a closed group of participants. It also means that no existing participant in the Plan will earn an additional benefit, other than interest credits on any cash balance type benefit they may have.

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.

YOU CAN TAKE YOUR BENEFIT RIGHT NOW

For current and former employees of Speedway and its affiliates — you may take a distribution of your Plan benefit right now.

If you are not currently employed by Marathon Petroleum Company LP or any of its affiliates, you may take your Plan benefit right now. You may take your benefit, even if you are currently employed by Speedway LLC, 7-Eleven, Inc., or any of their affiliates.

To start your Plan benefit, contact the Marathon Benefits Center at Fidelity at 1-866-602-0595. **Also, refer to the "How to Apply to Start Your Benefit" explanation below.**

USING THIS SUMMARY PLAN DESCRIPTION

The Plan is a defined benefit type pension plan sponsored by Marathon Petroleum Company LP ("Marathon"). The Plan is no longer sponsored by Speedway LLC or any of its affiliates ("Speedway").

The Plan is frozen. It only provides benefits to a closed group of participants. Other than cash balance benefit interest credits, no further benefits accrue under the Plan for any participant.

This SPD describes the provisions of the Plan as in effect on August 1, 2024.

This SPD summarizes the terms of the Plan, including 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 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 Speedway and its affiliates, and all members of the Marathon Controlled Group prior to the effective date of this SPD, different Plan provisions may apply to you.

MAIN PORTION OF SPD DESCRIBES YOUR SPEEDWAY BENEFIT

The main portion below of this SPD describes your Plan benefit consisting of any Speedway Cash Balance Retirement Benefit, PEP Benefit, PMRP Benefit and SuperAmerica Benefit as they may apply to you. The main portion of this SPD also describes the Plan's general provisions.

APPENDIX E DESCRIBES YOUR ANDEAVOR BENEFITS

If you were a participant in the Andeavor Pension Plan and your pension benefit under that plan was transferred to this Plan in 2019, then you will have Andeavor Plan benefits. These benefits consist of your Andeavor Cash Balance Benefit and, if applicable to you, your Andeavor Legacy Retirement Benefit. Appendix E to this SPD describes your Andeavor Plan benefits.

References in the main part of this SPD to "Plan benefit," generally mean and include your Speedway benefit and your Andeavor Plan benefits. Except where specifically provided in Appendix E, the main provisions of this SPD apply to your Andeavor Plan benefits.

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, 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").

The Plan is the successor to the Petroleum Marketing Retirement Plan ("PMRP") and the Retail Employer Sub-Plan of the Marathon Petroleum Company LLC Retirement Plan.

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).

Participating Employer

As used in this SPD, "Participating Employer" means Speedway and certain of its affiliated companies that participated in the Plan prior to the Plan becoming frozen. The Participating Employers are listed in the table in the section below titled "Other Plan Information." **After May 13, 2021, there are no longer any active Participating Employers in the Plan.**

ELIGIBILITY TO PARTICIPATE IN THE PLAN

Who Was Eligible

To participate in the Plan you must have an undistributed benefit in the Plan on account of your having been an eligible employee prior to the Plan being closed (“frozen”) to new entrants on August 2, 2020. No employees could enter the Plan as a new participant after that date.

Prior to the Plan being closed to new entrants an employee of a Participating Employer was eligible to enter the Plan if they were not in an excluded category and were:

A. Regularly classified as a (i) a non-store employee in salary grade 11 or below, or (ii) a store employee in salary grade 4 or above; or

B. Effective January 1, 2019, regularly classified as a salary grade 12 or above as a new hire, rehire, transferee or an Employee receiving a promotion.* (Employees who were classified as a salary grade 12 or above as at December 31, 2018 who were participants in the Marathon Petroleum Retirement Plan remained ineligible for participation in the Plan.)

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

Note: Different eligibility rules applied in the past.

* If you were a participant in the Plan under this rule, you are a “Grade 12+ Participant.”

Who Was Not Eligible

These types of employees were excluded from eligibility to participate in the Plan:

- Leased employees.
- Employees who were not a U.S. citizen, unless they were a non-U.S. citizen hired in the U.S. to perform services in the U.S. and approved for participation in the Plan.
- Any independent contractor, even if reclassified as a common-law employee.
- Employees covered by a collective bargaining agreement that did not expressly provide for such employees’ participation in the 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 Speedway group of companies, other than the Marathon Petroleum Thrift Plan and this Plan.

When Participation Began

Once you met the eligibility requirements, you automatically became an active participant in the Plan. You did not need to enroll.

Note: A different rule on when participation began applied prior to January 1, 2016.

When Participation Ends

You were no longer an active participant in the Plan on the day you terminated employment from a Participating Employer or otherwise ceased to meet the Plan's eligibility requirements. If you were a Speedway employee, your active participation in the Plan ended at the close of May 13, 2021.

You continue as an inactive participant in the Plan if you have an undistributed vested benefit under the Plan. As an inactive participant, you do 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.

If you are a current Marathon employee: If you are an employee of any company in the Marathon Controlled Group, you remain a participant in the Plan, but you do not earn any additional Pay Credits. 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. During your Marathon Controlled Group employment you also continue to earn Vesting Service.

PLAN COSTS AND CONTRIBUTIONS

Marathon pays 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.

VESTING

Your benefit under the Plan normally vests after three years of Vesting Service. Being "vested" in your benefit means that you have a right to that benefit under the Plan.

Additionally, even if you did not earn three years of Vesting Service, you vested in your Plan when you:

- Attained age 65 prior to terminating employment; or
- Became disabled (as determined by the Social Security Administration) prior to terminating employment; or
- Died prior to terminating employment.

If you are an employee of Speedway, 7-Eleven, Inc. or any of their affiliates, you stopped earning Vesting Service after May 13, 2021, and the three special vesting event rules described above no longer apply for events that occur after that date.

If you are a participant who is or was employed in the Marathon Controlled Group after May 13, 2021, you are eligible to earn Vesting Service for that employment.

If you terminated employment before becoming fully vested, you are not eligible to receive a benefit from the Plan.

Vesting Service

Generally speaking, Vesting Service was and is determined as follows.

You earned or earn a year of Vesting Service if you complete 1,000 hours of service during the 12 months immediately following your hire date. Thereafter, you earned or earn one year of Vesting Service for each calendar year in which you complete at least 1,000 hours of service. For this purpose, you were or are credited with hours of service as follows:

- For a salaried exempt employee or a non-exempt employee on accepted leave status, if you are paid weekly you are credited with 45 hours for each week of employment, and if you were or are paid bi-weekly you are credited with 90 hours for each bi-weekly period of employment.
- For a non-exempt employee not on accepted leave status, you received credit for your actual hours of work for which you were paid.

Periods of leave in excess of two years were generally disregarded. In addition, if you did not return to active employment following your leave, any portion of the leave period in which you were not receiving benefits under Speedway's sick benefits plan, disability plan or vacation plan are generally disregarded.

Any service before age 18 is generally disregarded in determining Vesting Service.

If you participated in the PMRP or Ashland Plan, the prior plan's method of counting vesting service applied to service through December 31, 1998, and was counted toward vesting in the Plan. Your prior eligible service also counted toward your total PEP Participation Service or PMRP Credited Service. Service with certain other prior employers specified in the Plan was also counted toward vesting and, in certain cases, PEP Participation Service or PMRP Credited Service under the Plan.

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

Additional service crediting rules for purposes of determining an employee's Vesting Service also applied and apply — for example, with respect to business or companies acquired by Speedway or its affiliates prior to May 14, 2021, for certain service as a so-called "leased employee," various leaves of absences, and other special situations.

Note: In the past, other rules applied for determining vesting and Vesting Service. For example, prior to January 1, 2008, five years of Vesting Service was required to vest in a Plan benefit.

YOUR PLAN BENEFIT

Combined Retirement Benefit

Effective January 1, 2016, a Cash Balance Benefit was added to the Plan. The Plan provides a Combined Retirement Benefit that combines, as applicable to you, these types of benefits:

- A Cash Balance Benefit;
- A Pension Equity Benefit ("PEP Benefit");
- A Petroleum Marketing Retirement Plan Benefit ("PMRP Benefit"); and
- A benefit for former SuperAmerica employees ("SuperAmerica Benefit").

If you did not participate in the Plan prior to January 1, 2016, your Combined Retirement Benefit consists only of the Cash Balance Benefit.

This table illustrates the Combined Retirement Benefit:

Cash Balance Benefit Service (based on Pay Credit Service after December 31, 2015)	+	PEP Benefit (based on accumulated Pension Equity Percentages from January 1, 1999, through December 31, 2009)	+	PMRP Benefit (based on Participation Service through December 31, 1998) **or** SuperAmerica Benefit (based on Ashland Participation Service through December 31, 1998)	=	Combined Retirement Benefit

PEP Benefit, PMRP Benefit, and SuperAmerica Benefit

If you have a PEP Benefit, participated in the former PMRP and/or the Ashland Inc. and Affiliates Pension Plan ("Ashland Plan"), refer to Appendix A, B, and/or C of this SPD for rules that may apply to the way your Plan benefit is calculated.

Cash Balance Benefit

To the extent that you were employed by a Participating Employer after December 31, 2015, and were otherwise eligible for the Plan, you became entitled to a "Cash Balance Benefit" when you 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. The sum of your Pay Credits and Interest Credits is your "Cash Balance," which is reflected in the Plan's records as a notional Cash Balance account. Your notional Cash Balance account is reduced to zero as of the first day after you start your benefit.

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

Pay Credits

Under the cash balance formula you received annual "Pay Credits" equal to a percentage of your Cash Balance Compensation for each Plan Year (the calendar year), provided you met the Pay Credit Service requirement for that year.

If you met that requirement for the year, your notional Cash Balance account was credited with a Pay Credit equal to 4% of your Cash Balance Compensation for that year.

Even if you did not meet the Pay Credit Service requirement for a Plan Year, you were still eligible to receive a Pay Credit for that year if you terminated employment during the year:

1. After attaining Normal Retirement Age (65); or
2. After attaining age 50 if you have at least ten years of Vesting Service; or
3. As a result of a disability (as determined by the Social Security Administration); or
4. As a result of your death.

The Pay Credit for a Plan Year was added to your notional Cash Balance account as of the last day of the year, except that the Pay Credit (if any) for the Plan Year in which you terminated employment was added to your notional Cash Balance account as of the later of the last day of the month in which your termination occurred or the last day of the month in which you received Cash Balance Compensation.

Pay Credit Service

Pay Credit Service was the period of employment considered in determining your Cash Balance under the Plan. Pay Credit Service was used to determine whether you were eligible to receive a Cash Balance pension accrual, a Pay Credit, for a given Plan Year (the calendar year). You had to complete at least 1,000 hours of service during a Plan Year in order to receive a Pay Credit for that year. For this purpose, you were credited with hours of service as follows:

1. If you were a non-exempt employee on an accepted leave status, or a salaried exempt employee, and you were paid weekly you were credited with 45 hours for each week of employment, and if you were paid bi-weekly you were credited with 90 hours for each bi-weekly period of employment.
2. If you were a non-exempt employee who was not on an accepted leave, you received credit for your actual hours of work for which you were paid.

Special Rule for 2021: For the 2021 Plan Year only, the 1,000 hours of service requirement was changed. A pro-rated hours of service credit rule applied — for the period January 1 through May 13, 2021 (the “special period”). Under this special rule, you qualified for a 2021 Pay Credit if you had at least 320 hours of service during the special period.

Different Pay Credit Rules for Grade 12+ Participants: If you were a Grade 12+ Participant, different Pay Credit rules applied to you. Appendix D explains these rules.

Interest Credits

For each calendar month during which you have a notional Cash Balance account balance greater than zero dollars, an “Interest Credit” is added to your notional Cash Balance account in an amount equal to your notional Cash Balance account as of the first day of the month times one-twelfth the interest crediting rate in effect for the Plan Year. The interest crediting rate in effect for a Plan Year equals 3% or, if greater, the average of the annual rate of interest on 30-year Treasury securities as specified by the Internal Revenue Service for the calendar months of August, September, and October of the immediately preceding Plan Year. The Interest Credit for a calendar month is added to your notional Cash Balance account as of the last day of the calendar month. The Interest Credit for the calendar month immediately preceding the date you commence your benefit will be added to your notional Cash Balance account as of that date. If actual payment of your Cash Balance Benefit begins 60 days or more after your benefits are scheduled to begin, the Interest Credit described in the preceding sentence will be increased to reflect the delay in payment beyond 60 days after the date your benefits are scheduled to begin.

Cash Balance Compensation

Your Cash Balance Compensation was one of the factors that determined your Cash Balance accrual each Plan Year. Generally speaking, your "Cash Balance Compensation" included your wages and salaries for time worked in a Plan-eligible position, including amounts you contributed to the Speedway 125 Plan, but excluding reimbursements, allowances, fringe benefits, deferred compensation, prizes, premiums for group-term life insurance, welfare benefits, certain amounts related to restricted stock and stock options, and payment for severance pay and accrued vacation that was paid after you terminate employment. Cash Balance Compensation did not include amounts earned for service with an employer that is not a participating company under the Plan or amounts earned while you are not an eligible employee under the Plan. Cash Balance Compensation did not include long-term incentive award type compensation, for example, amounts realized from restricted stock or stock unit, performance share or other awards under a long-term incentive plan of Marathon or an affiliate. Cash Balance Compensation was also subject to applicable annual limits under the Internal Revenue Code.

WHEN AND HOW YOUR BENEFIT IS PAID

When Your Benefit is Payable

Your vested 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 Plan benefit other than your Cash Balance benefit**.

This means ...

YOU CAN TAKE YOUR BENEFIT RIGHT NOW

For current and former employees of Speedway and its affiliates — you may take a distribution of your entire Plan benefit right now. There is no minimum age to take your benefit.

You may take your benefit, even if you are currently employed by Speedway LLC, 7-Eleven, Inc., or any of their affiliates.

To start your Plan benefit, contact the Marathon Benefits Center at Fidelity at 1-866-602-0595. **Also, refer to the "How to Apply to Start Your Benefit" explanation below.**

(If you are employed by Marathon or one its affiliates, you generally have to wait until you terminate your Marathon employment to take your benefit.)

If You Are Employed by Marathon

If you are employed with any company in the Marathon Controlled Group, you generally have to wait until you terminate employment from the Marathon Controlled Group to take your benefit, unless you are at least age 59½ and are eligible to take an in-service distribution of the non-cash balance portion of your Plan 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.

<u>Your vested benefit is also payable at any age prior to age 65.</u> You can choose to receive your Plan benefit if you terminate employment with a vested benefit **<u>before</u>** you reach Normal Retirement Age, **<u>regardless of your age at that time</u>**. 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.

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.

Option to Choose Different Payment Forms

If you have a Cash Balance Benefit in addition to a combined PEP Benefit, PMRP Benefit, and/or SuperAmerica Benefit, you may choose one payment form for your Cash Balance Benefit and different payment form for your other combined benefit.

In-Service Distribution Feature

If you are employed by Marathon* and you are age 59½ or above, you may take an in-service distribution of the portion of your Plan benefit other than your Cash Balance Benefit. **<u>This means that you do not have to terminate employment with the Marathon Controlled Group to take this portion of your benefit</u>.**

If you choose to take an in-service distribution of your available benefit, the amount of the benefit and your payment options will be determined according to the Plan's regular rules for taking the 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.
- **<u>You may take the distribution in the form of a lump sum</u>** 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").

* **Remember:** If you are no longer employed by any company in the Marathon Controlled Group, you may take a distribution of your entire Plan benefit even before age 59½. **For example, if you continue to be employed by Speedway, you may take your Plan benefit right now.**

Late Retirement Benefit

If you wait until after age 65 to take your Plan benefit, your Plan Benefit other than your Cash Balance Benefit will be adjusted to take into account the delay from age 65 to your payment date. Your Cash Balance 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.

Termination of Employment Before Becoming Vested

If you terminated employment before you became vested, you are not eligible for a benefit under the Plan. In this event, any Plan benefit that accrued during your employment was 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 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, if applicable to you, to retire from employment with the Marathon Controlled Group.**

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."

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 Benefit, the amount of the lump sum will be the amount of your accumulated notional Cash Balance account under the Plan.
  - For your other type(s) of benefit (if any), the amount of the lump sum will be the actuarial present value of the benefit(s), determined using the Plan's mortality table and interest rate factors.

  Automatic Cash-out of Small Benefit Rule: If the lump sum value of your Plan benefit (this includes your Andeavor benefits explained in Appendix E) 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, any portion of your Plan benefit that is a Cash Balance 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 Plan benefit prior to your Normal Retirement Age, this 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 (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.

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).

Small Monthly Benefits

If you take your Plan benefit in the form of a monthly payment under one of the Plan's monthly payment forms and the amount of that benefit is less than $25 per month, then it may be paid you in advance on a quarterly, semiannually or annually, and you may choose the payment period.

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 Before Benefit Payments Begin

Your surviving spouse or estate is eligible to receive a death benefit from the Plan based on 100% of your vested Cash Balance Benefit and Pension Equity Balance (PEP) benefit at the time of your death. The death benefit to your surviving spouse will be paid as a single-life annuity; however, your surviving spouse may elect to receive either or both the Cash Balance death benefit and the PEP death benefit as a lump sum payment instead of an annuity. Your surviving spouse generally must elect to receive the death benefit no later than what would have been your Normal Retirement Date, or, if later, the first month after your death. If you do not have a surviving spouse, benefits will automatically be paid to your estate as a lump sum.

If you are a former PMRP participant eligible for benefits as described in Appendix B, your surviving spouse is eligible to receive a death benefit from the Plan based on your vested benefits accrued under the Plan prior to January 1, 1999. The death benefit is generally based on the survivor benefit that would have been paid to your surviving spouse if you had begun receiving your vested benefit in the form of a 50% joint and survivor annuity with your spouse as the beneficiary. The death benefit will be paid as a single life annuity, unless your surviving spouse elects to receive a lump sum payment instead of an annuity. This benefit will be reduced by the amount, if any, of the survivor benefit paid from the Muesing Plan or the Emro Propane Plan if you were also a participant under those plans.

If you are a former Ashland Plan participant eligible for a SuperAmerica Benefit, as described in Appendix C, your surviving spouse is eligible to receive a death benefit from the Plan based on your SuperAmerica Benefit. The death benefit is generally based on the survivor benefit that would have been paid to your surviving spouse if you had begun receiving your SuperAmerica Benefit in the form of a 50% joint and survivor annuity with your spouse as the beneficiary. The death benefit will be paid as a single life annuity.

To apply for a death 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." (**Note:** The benefit commencement date does not refer to the actual disbursement date of retirement monies.)

If You Die After Benefit Payments Begin

If you die after making a valid benefit election, beginning to receive a 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.

IMPORTANT: 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. <u>Direct Rollover</u>: 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.

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 other later age as permitted under recent changes to federal law) or, if later, the year in which you retire from employment with 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.

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 did not receive earnings (such as certain leaves of absence without pay) or when you did not qualify as an eligible employee.
- 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.
- 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 limited the annual compensation that could be used in calculating your Plan benefit. Both of these limits were and are subject to periodic adjustment, based on cost-of-living increases.
- 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” were provided in accordance with applicable law. This applied if you took 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 were entitled to applicable benefits and service credits pursuant to the Plan for the time you spent in qualified military service provided you met the requirements of USERRA, including proper notice and return to employment within the time prescribed by law.

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. Your divorce will automatically revoke the designation of your former spouse as your beneficiary on the effective date of divorce. (Legal separation or similar actions other than divorce, will not automatically revoke the designation of your affected spouse as your beneficiary.)

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 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:

Speedway 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.

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:

Speedway 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).

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.

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 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 or any affiliate's right to terminate your employment at any time and for any reason (which right is hereby reserved).

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 participant'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 and you are at that time employed by a member of the Marathon Controlled Group, you will become vested in your Plan benefit 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

The Plan had a partial termination (as defined in Internal Revenue Code section 411(d)(3)), as determined by Marathon in connection with Marathon Petroleum Corporation's sale of Speedway LLC and certain of its affiliated to 7-Eleven, Inc. on May 14, 2021, and those participants who were affected by the partial termination became vested in their accrued benefits under the Plan to the extent required by federal law, and because the accrued benefits of those affected participants and their spouses, joint annuitants and beneficiaries were not fully funded at that time, then, to the extent required by federal law, Marathon established a method to separately account for the portion of the trust fund that is attributable to their accrued benefits. Such separate accounting was 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.

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.

YOUR RIGHTS UNDER ERISA

As a participant in the Speedway 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.
- 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.

OTHER PLAN INFORMATION

Plan Name	Speedway Retirement Plan
Plan Number	007
Plan Sponsor and Employer Identification Number (EIN)	Marathon Petroleum Company LP EIN: 31-1537655
Participating Employers	After May 13, 2021, there are no longer any active Participating Employers. As at that date, the Participating Employers were: Speedway LLC, Speedway Prepaid Card LLC, Northern Tier Retail LLC, Northern Tier Bakery LLC, and Western Refining Retail LLC.
Plan Administrator (and agent for service of legal process)	Administrative Committee for the Speedway Retirement Plan 539 South Main Street Findlay, OH 45840 Phone: 419-422-2121
Type of Plan	The Plan is a defined benefit plan intended to be qualified under Section 401(a) of the Internal Revenue Code.
Plan Year	January 1 – December 31
Trustee (service of legal process may also be made on the Trustee)	The Northern Trust Company 50 South LaSalle Street Chicago, IL 60603
Recordkeeper	Fidelity Workplace Services LLC (“Fidelity”) 82 Devonshire Street Boston, Massachusetts 02109 Phone: 1-866-602-0595 www.netbenefits.com/marathonpetroleum Certain of the Plan’s administrative functions are delegated to Fidelity.
Plan Funding	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.
Formerly a Collectively Bargained Plan	With respect to certain eligible employees, the Plan was maintained pursuant to one or more collective bargaining agreements. A copy of those 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. After May 13, 2021, there are no longer any active collective bargaining agreements that pertain to the Plan.
Inspection of Plan Documents	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 — PENSION EQUITY BALANCE BENEFIT (“PEP” OR “PEP BENEFIT”)

Your PEP Benefit (if any) will be added to your applicable benefits as defined below to determine your total pension benefit payable under the Plan:

PMRP Benefit based on service through 12/31/1998 (if applicable)	+	SuperAmerica Benefit based on Ashland Participation service through 12/31/1998 (if applicable)	+	Speedway Retirement Plan Cash Balance Benefit based on service on or after 1/1/2016 (if applicable)	=	Total Plan Benefit

Determination of PEP Benefit

Your PEP Benefit is determined by your Participation Service through December 31, 2009, your eligible compensation earned through December 31, 2012, (except for certain highly compensated employees, who only received credit for compensation through December 31, 2009, as explained below), and your age at the time you separate.

PEP Participation Service

Participation Service is the period of employment considered in determining a participant’s Pension Equity Balance under the Plan. Accruals of Participation Service ended on December 31, 2009. Continued employment after that date did not earn any additional Participation Service.

Generally, you earned a year of Participation Service if you completed 1,000 hours of service during a Plan Year. Generally, if you worked less than 1,000 hours in a Plan Year, you did not receive a Pension Equity Balance accrual for that Plan Year. However, you may have received a partial year accrual if you worked less than 1,000 hours in your first year of participation or the year in which your employment ended.

Compensation

Your eligible compensation with Speedway is one of the factors that determine your PEP Benefit. Compensation earned after December 31, 2012, is not considered for purposes of calculating your PEP Benefit. Refer to the Plan provisions in effect as December 31, 2012, for the definition of compensation.

Final Average Pay is the factor actually used in your PEP Benefit calculation. Your “Final Average Pay” is your average annualized compensation for the 36 full calendar months immediately prior to the earlier of the date you terminated from Speedway or January 1, 2013.

Here is an example of how Final Average Pay is calculated.

Example of Final Average Pay

Your employment ended on May 31, 2014. Through December 31, 2012, you received the following compensation:

Period	Months	Recognized Compensation
01/01/10 – 12/31/10	12	$24,000
01/01/11 – 12/31/11	12	$25,000
01/01/12 – 12/31/12	12	$26,000
	36	$75,000

Your Final Average Pay = $75,000 ÷ 3 years = $25,000

PEP Accruals

If you were a participant in the Plan between January 1, 1999, and December 31, 2009, you were credited with a Pension Equity Balance accrual for each year during which you earned Participation Service after you became eligible to participate. The accrual amount was based on your age and service as of December 31 of each year (or as of your termination date if you terminated employment during that year), according to the following schedule:

Age + Participation Service Points* = Pension Equity Points	Accrued Percentage Amount**
0 – 29	2.50%
30 – 39	4.00%
40 – 49	5.25%
50 – 59	7.75%
60 – 69	10.50%
70 – 79	13.00%
80+	15.50%

* Includes Age + Participation Service and eligible pre-1999 Credited Service (Pension Equity Points).

** Percentage of your Final Average Pay that you accrued for the year.

Effective January 1, 1999, you were credited with a Pension Equity Balance accrual based on the above schedule for each year of your Participation Service from January 1, 1999, to the earlier of the date on which your employment ended or December 31, 2009. The accruals of Pension Equity Points and Pension Equity Percentages stopped on December 31, 2009.

If you completed at least 1,000 hours of service during your year of Participation Service, you were credited with a full Pension Equity Balance accrual for that year. If you worked fewer than 1,000 hours in your first or last year of participation, you were credited with a fractional accrual for that year. Fractional accruals were calculated as follows:

Full Year's Accrual × Fractional Year of Participation (Months of Participation ÷ 12)

For purposes of calculating fractional accruals, if you worked one hour in a calendar month that month counted as a month of participation.

Your Age + Participation Service Points for a given calendar year were based on the age you attained during that year plus your years of Participation Service as of the end of the calendar year. If your employment terminated during the year, your age and Participation Service (for purposes of setting the points) were determined as of your termination date.

In general, your Age + Participation Service Points increased by two points for each year in the Plan through 2009, assuming you worked at least 1,000 hours each year. You received one point each for your increased age and additional year of Participation Service.

Examples of Accruals

(1) Full Accrual. You became a participant on April 1, 2003 at age 30. You completed 1,000 hours of service by December 31, 2003. Since you had 31 age + service points for 2003 (30 for age + 1 for service), you were credited with a 4.00% accrual for 2003.

(2) Partial Accrual. You became a participant on October 1, 2003 at age 30. You were a participant for three months (October, November and December), but you did not complete 1,000 hours of service by December 31, 2003. You were credited with a prorated partial accrual for 2003 calculated as follows:

Full Year's Accrual	4.00%
Times	×
Fractional Year of Participation	0.25 (3 months ÷ 12 months)
Equals	=
Partial Accrual	1.00%

Pension Equity Balance Calculations

Your accumulated Pension Equity Percentages from the schedule above (from January 1, 1999, through December 31, 2009) were multiplied by your Final Average Pay, to become your Pension Equity Balance. This balance is used to calculate your PEP Benefit under the Plan.

Note: The accrual of Pension Equity Points and Pension Equity Percentages ended December 31, 2009. For purposes of calculating Final Average Pay, compensation earned after December 31, 2012, is not recognized; compensation earned after December 31, 2009, by "Highly Compensated Employees," as defined in the Plan, is not recognized; and, for participants who terminated employment with Speedway on or after January 1, 2010, any compensation earned after rehire is not recognized.

PEP Benefit calculations begin with the calculation of your Pension Equity Balance, which is a lump sum. This balance is then converted into a single-life annuity (monthly payments for your lifetime), which is the normal form of benefit. However, at your option this benefit may be paid as a lump sum or in various types of annuities as described in this SPD.

To convert your Pension Equity Balance into an annuity, a table of annuity factors is used which takes into account your age at termination and/or your age at the time you want payments to begin, and certain assumptions about long-term interest rates. Your final Pension Equity Balance is divided by the applicable factor from the table. The factor used depends on whether you are deferring payment to age 65, or beginning the annuity immediately or at another age prior to age 65. Annuities payable at an age earlier than age 65 will have a lower monthly payment amount than the same benefit payable at age 65.

For the actual factors in effect, contact the Marathon Benefits Center at Fidelity at 1-866-602-0595.

PEP Calculation Example

Assume you became a participant in the Plan on April 1, 2000, when you were 50 years old. You stayed in the Plan until you retired at age 65 on December 31, 2015, and worked at least 1,000 hours each calendar year. You were credited with Pension Equity Balance accruals under the Plan for Plan Years 2000 through 2009. Here is how your benefit from the Plan would be determined:

Step A: Determine Final Average Pay

Your earnings over the last three years (36 months) through December 31, 2012 are averaged:

Year	Earnings
2010	$ 41,000
2011	$ 42,000
2012	$ 43,000
Total	$126,000

Final Average Pay = $126,000 ÷ 3 = $42,000

Step B: Determine Total Accrual

Your accruals for the Plan Years 2000 through 2009 were based on your Age + Participation Service Points, as follows:

Year	Age as of December 31	Years of Participation Service	Age + Participation Service Points	Accrual Amount	Cumulative Accrual
2000	50	1	51	7.75%	7.75%
2001	51	2	53	7.75%	15.50%
2002	52	3	55	7.75%	23.25%
2003	53	4	57	7.75%	31.00%
2004	54	5	59	7.75%	38.75%
2005	55	6	61	10.50%	49.25%
2006	56	7	63	10.50%	59.75%
2007	57	8	65	10.50%	70.25%
2008	58	9	67	10.50%	80.75%
2009	59	10	69	10.50%	91.25%
				Total Accrual	**91.25%**

Step C: Determine Final Pension Equity Balance (PEP)

Your final Pension Equity Balance is:

Final Average Pay × Total Accrual = Final PEP

$42,000 × 91.25% = $38,325

For calculation of other forms of benefits relative to your Pension Equity Balance, contact the Marathon Benefits Center at Fidelity at 1-866-602-0595.

Forms of Benefits

A participant's PEP Benefit under the Plan must be paid in the same form as the participant's PMRP benefit (if any). For example, if a participant's PMRP benefit is paid as a lump sum, the participant's PEP Benefit must also be paid as a lump sum.

All of the forms of payment available under the Plan are available for a participant's PEP Benefit. Refer to the explanation of the Plan's payment forms in this SPD. One of those payment options is a lump sum. The lump sum form of benefit provides the participant with a single cash payment which is actuarially determined. The participant's single cash payment will be in an amount that is actuarially equivalent to the participant's single life annuity benefit. The actuarial calculations for the PEP benefit will be based on the applicable interest rate and the applicable mortality table used by the Plan.

Death Benefits

If a participant dies before receiving a benefit from the Plan, the participant's surviving spouse is eligible to receive a death benefit from the Plan. Refer to the explanation of death benefits in this SPD. In addition, a participant will receive any death benefits which may have been specifically provided for such participant under any insurance contract held for their benefit under the previous Plan.

Additional Information

For additional information on how your PEP Benefit is calculated, refer to the Plan provisions in effect as December 31, 2012.

APPENDIX B — PETROLEUM MARKETING RETIREMENT PLAN ("PMRP") BENEFIT

(Provisions for Former Emro Employees)

If you are an employee who participated in the former PMRP on December 31, 1998, you have already earned a benefit under that plan. Your PMRP Benefit will be added to your applicable benefits as defined below to determine your total pension benefit payable under the Plan:

Pension Equity Balance based on service on or after 1/1/1999 through 12/31/2009 (if applicable)	+	SuperAmerica Benefit based on Ashland Participation Service through 12/31/1998 (if applicable)	+	Speedway Retirement Plan Cash Balance Benefit based on service on or after 1/1/2016 (if applicable)	=	Total Speedway Retirement Plan Benefit

The PMRP Benefit provides the following:

Calculation of PMRP Benefits

Normal Retirement or Late Retirement Benefits

Plan benefits at a participant's Normal Retirement or Late Retirement will be computed as follows:

a. For a participant classified as a store manager or a non-store employee as of January 1, 1999 (a "Grandfathered Participant") with 25 or more years of Credited Service at Normal Retirement or Late Retirement, the monthly pension benefit will be 50% of the participant's Average Monthly Base Compensation reduced by one-half of such participant's monthly primary insurance amount under the federal Social Security Act as then in effect.

b. For a Grandfathered Participant with less than 25 years of Credited Service at Normal Retirement or Late Retirement, the monthly pension benefit will be the amount as determined under (a) above, but multiplied by a fraction, the numerator of which is the participant's Credited Service, and the denominator of which is 25.

c. For a participant other than a Grandfathered Participant with a benefit under the PMRP, the monthly pension benefit will be the amount calculated under the PMRP, based on service and compensation as of December 31, 1998.

For all benefits paid on or after January 1, 1992, the maximum Social Security offset will be equal to 50% of the retirement benefit calculated before the offset. A participant may have their Plan benefit adjusted based on demonstrating to the Plan Administrator that the actual Social Security benefit earned is less than the estimated full Social Security benefit used to compute the offset under the Plan. The participant must submit a benefit adjustment request to the Plan Administrator within six months of their termination date.

"Average Monthly Base Compensation" is the average of a participant's monthly compensation for the 36 full calendar months immediately preceding the earlier of (1) January 1, 1999, and (2) the later of the last day of active employment and the last day of the receipt of Supplement Sick Benefit Plan benefits and/or Weekly Disability Plan benefits. However, if you were a Store Manager or Non-Store Employee or Assistant Manager employed by Speedway LLC, another participating company or Ashland Inc. on December 31, 1998, then compensation you received from Speedway LLC or another participating company for the period from December 31, 1998, through December 31, 2012, as a Store Manager or Non-Store Employee or an Assistant Manager of SuperAmerica or another participating company is included in the determination of Average Monthly Base Compensation. In addition, if you transferred to a class of employment with the Company not covered by the Plan or to employment with certain affiliates not participating in the Plan, your compensation following the transfer in the non-covered position or with the non-participating affiliate through December 31, 2012 is generally included in the calculation of your Average Monthly Base Compensation.

PMRP Credited Service

Credited Service is the period of employment prior to January 1, 1999, considered in determining the amount of a participant's benefit accruals prior to January 1, 1999, under the Plan.

For Plan Years after December 31, 1991, and before January 1, 1999, a participant generally received one full month of Credited Service for each calendar month in which the participant received or was entitled to receive compensation from a participating company or was on an approved leave from that employer for reasons that qualify under the Family and Medical Leave Act. Twelve months of Credited Service constituted one year of Credited Service.

For Plan Years prior to January 1, 1992, a participant generally received one year of Credited Service for each relevant 12-month period in which he or she had 2,000 or more hours of service with a participating company and a partial year of Credited Service for each relevant 12-month period in which he or she had at least 1,000 but less than 2,000 hours of service with a participating company.

Early Retirement Benefits

A participant will be eligible for the Early Retirement provisions if they meet the following conditions:

- The participant has at least ten years of Vesting Service; and
- The participant is age 50 or over on the date the participant retires.

A participant who elects early retirement may receive his or her monthly pension benefit according to the terms provided in the Plan document. If you have any questions concerning these terms, contact the Marathon Benefits Center at Fidelity at 1-866-602-0595.

Forms of Benefits

A participant's PMRP benefit under the Plan must be paid in the same form as the participant's Pension Equity Balance benefit. For example, if a participant's Pension Equity Balance benefit is paid as a lump sum, the participant's PMRP benefit must also be paid as a lump sum.

All of the forms of payment available under the Plan are available for a participant's PEP Benefit. Refer to the explanation of the Plan's payment forms in this SPD. The lump sum form of benefit provides the participant with a single cash payment which is actuarially determined. The participant's single cash payment will be in an amount that is actuarially equivalent to the participant's single life annuity benefit. The actuarial calculations for the PMRP benefit will be based on the applicable interest rate and mortality table used by the Plan.

Death Benefits

If a participant dies before receiving a benefit from the Plan, the participant's surviving spouse is eligible to receive a death benefit from the Plan. Refer to the explanation of death benefits in this SPD. In addition, a participant will receive any death benefits which may have been specifically provided for such participant under any insurance contract held for their benefit under the previous Plan.

APPENDIX C — SUPERAMERICA BENEFIT

The provisions in this Appendix C apply to all former SuperAmerica employees who were transferred to Speedway on December 31, 1998, and were participating in the former Ashland Inc. and Affiliates Pension Plan (the "Ashland Plan") on December 31, 1998.

However, it is important to note that this Appendix C provides information about your benefit provided under the Speedway Retirement Plan and not about your benefit from the Ashland Plan. Your benefit from the Ashland Plan will be paid by that plan, and not from the Plan. Marathon does not control the Ashland Plan or the benefits that are payable from that plan. If you have questions about your Ashland Plan benefit, contact Ashland's Benefits Department at 1-800-782-4669 or refer to the Ashland Plan's Summary Plan Description prepared by Ashland.

How Your Total Benefit Is Determined

Your SuperAmerica Benefit will be added to your applicable benefits, as defined below, to determine your total pension benefit payable under the Speedway Retirement Plan:

Pension Equity Balance based on service on or after 1/1/1999 through 12/31/2009 (if applicable)	+	PMRP Benefit based on Service Through 12/31/1998 (if applicable)	+	Speedway Retirement Plan Cash Balance Benefit based on service on or after 1/1/2016 (if applicable)	=	Total Speedway Retirement Plan Benefit

To understand how your additional benefit based on the Ashland formula is calculated, you need to understand the following terms. These terms and other descriptions of the Ashland Plan are mere summaries of provisions in the Ashland Plan in effect as of December 31, 1998. To find the complete definitions of these terms and the complete description of the Ashland Plan, you must refer to the summary plan description and plan document for the Ashland Plan.

Final Average Base Pay

Final average base pay for purposes of determining your benefit based on the Ashland formula is the average of your highest consecutive 36-month base rates of compensation during your last 120-month period of credited service through December 31, 2012. Base pay includes your regular base salary, wages and commissions, including pre-tax contributions under any applicable 401(k) plan, medical plan, dental plan, flexible spending accounts and any applicable cafeteria plan such as the Contribution Conversion Plan. Commissions and other Company designated non-standard pay, which are considered part of your base salary of wages paid the previous calendar year, are added to base pay the following calendar year for purposes of determining "final average base pay." Base pay does not include special pay such as severance pay, incentive bonuses, awards, overtime, shift premiums, or other allowances not included in your base compensation rate. The IRS limits the amount of earnings that can be considered in determining final average base pay.

Service

Service under the Ashland Plan is computed under the elapsed time method. In general, it looks at the time elapsed from date of hire to severance from service.

Service under the Ashland Plan is counted for two purposes:

- Vesting and eligibility (called “continuous service”); and
- Benefit accrual service (called “credited service”).

Continuous service begins with your employment (or reemployment) date and ends upon the earlier of (1) an involuntary or voluntary termination, retirement or death, or (2) the first 12-month anniversary of the date an absence began for any other reason. Certain leaves of absence and certain periods of Company-sponsored long-term disability benefits may count as continuous service. Periods of absence less than 12 months between periods of employment are included as part of your continuous service. Non-consecutive service that cannot be disregarded under the Break in Service rules is combined on the basis that 365 days of service equal one year of service.

Credited service is generally the same as your continuous service, but it is measured from the time you became an Ashland Plan participant through December 31, 1998. Credited service can be earned for certain absences during which you (1) received both Social Security disability benefits and company-sponsored long-term disability benefits, or (2) were on a company-approved leave of absence, including a military leave of absence. Credited service does not include service prior to receiving a lump sum distribution for which prior service is disregarded.

If you were absent due to pregnancy, adoption, or to care for a child immediately following birth or adoption, the period between the first anniversary of your absence and the second anniversary of your absence does not count as either service or a Break in Service.

Vesting

You are vested in your SuperAmerica Benefit based on the Ashland formula after completing three years of continuous service, including service through December 31, 1998, and service after January 1, 1999. Prior to May 14, 2021, full vesting also occurred if you reached age 55 while employed at Speedway or another company in the Marathon Controlled Group.

If you were not yet vested in your benefit from the Ashland Plan on December 31, 1998, your service with Speedway will count toward your continuous service in the Ashland Plan.

SuperAmerica Benefit

Your total pension benefit will include an additional benefit based on the Ashland Plan's pension formula. This benefit is payable from this Plan. It is calculated using your final average compensation as of December 31, 1998, and compensation earned through December 31, 2012, and your benefit service as of December 31, 1998 as follows:

Benefit Based on Ashland Plan Formula Using Benefit Service as of 12/31/1998 and Final Average Base Pay through 12/31/2012	–	Benefit Based on Ashland Plan Formula Using Benefit Service as of 12/31/1998 and Final Average Base Pay as of 12/31/1998	=	SuperAmerica Benefit

Your SuperAmerica Benefit is calculated as a monthly benefit that begins at age 65 and continues for your lifetime. Depending on what form of payment you elect, this benefit may be converted into a lump sum; or it may be reduced if you elect Early Retirement or an annuity that continues payments to your spouse or beneficiary after your death.

Ashland Plan Formula

For reference, here is the Ashland Plan formula:

1.08% x Final Average Base Pay up to $10,700	+	1.5% x Final Average Base Pay in excess of $10,700	x	Total whole and fractional years of credited service (up to a maximum of 35 years)	=	Annual Benefit ÷ 12	=	Monthly Benefit

(This assumes that an employee who was eligible and had a benefit in the Ashland Inc. Leveraged Employee Stock Ownership Plan ("LESOP") transferred 50% of the LESOP account to the Ashland Plan.)

Example

Assume Bob terminated in 2015 at age 65. At that time, he had the following:

Final average base pay at termination:	$50,000
Final average base pay at 12/31/12:	$40,000
Final average base pay at 12/31/98:	$24,000
Years of service as of 12/31/98:	20

Here is how Bob's SuperAmerica Benefit would be calculated:

Benefit Based on Ashland Formula Using Benefit Service as of 12/31/98 and Final Average Base Pay at 12/31/12	[$10,700 × 1.08%] + [$29,300* × 1.5%] x 20 Years	$11,101.20
Minus	**minus**	**minus**
Benefit Based on Ashland Formula Using Benefit Service as of 12/31/98 and Final Average Base Pay as of 12/31/98	[$10,700 × 1.08%] + [$13,300** × 1.5%] × 20 Years	$6,301.20
Equals		**equals**
Annual Benefit ÷ 12		$4,800 ÷ 12
Equals		**equals**
Monthly Benefit		$400

In this example, Bob would receive a monthly benefit of $400 based on the Ashland Plan formula in addition to his Pension Equity Balance benefit (if any) and Cash Balance Benefit (if any) from the Speedway Retirement Plan. This does not include any benefit Bob might be eligible to receive from the Ashland Plan.

* $40,000 – $10,700 = $29,300
** $24,000 – $10,700 = $13,300

Forms of Payment

You must receive your SuperAmerica Benefit in the same form as your Pension Equity Balance benefit. For example, if you receive your Pension Equity Balance benefit from the Speedway Retirement Plan as a lump sum, you must receive your SuperAmerica Benefit as a lump sum.

All of the forms of payment available under the Plan are available for your SuperAmerica Benefit. One of those payment options is a lump sum. Even though your benefit from the Ashland Plan may not be available as a lump sum, your SuperAmerica Benefit is available as a lump sum.

If you receive your final pension benefit as a lump sum or an annuity other than a single life annuity at Normal Retirement Age, your SuperAmerica Benefit will be converted to alternative forms of payment using conversion factors based on 30-year Treasury rates (just like your Pension Equity Balance benefit, if any, from this Plan).

Early Retirement Provisions

If you participated in the Ashland Plan, you will remain eligible for the Early Retirement provisions that were available under that plan for your SuperAmerica Benefit. Generally, when you retire before age 62, your pension benefit is reduced to account for early receipt and the fact that you are expected to receive it for a longer period of time.

You will be eligible for the early retirement provisions if you meet the following conditions:

- You are age 55 or over on the date you retire; or
- Your age plus your continuous service total 80 or more on the date you retire (for instance, age 50 plus 30 years of continuous service or age 54 plus 26 years of continuous service, etc.).

Your total years of continuous service, including service through December 31, 1998 plus service after January 1, 1999, will be considered in determining your eligibility for the early retirement provisions under the Ashland Plan.

If you qualify for Early Retirement, your SuperAmerica Benefit will be reduced as follows:

If Your Age When Retirement Payments Start is:	**You Will Receive This** Percentage of Your Plan Benefit:
65	100%
64	100%
63	100%
62	100%
61	97%
60	94%
59	91%
58	88%
57	84%
56	80%
55	75%
54	68%
53	62%
52	56%
51	51%
50	46%
49	42%

These percentages will be adjusted according to your actual age in years and months. For example, if your age is 61 years and 4 months at Early Retirement, the percentage is 98%.

If you qualify for early retirement and begin receiving benefits, the reduction in your benefit will be based on actuarial equivalence. The actual benefit under the Ashland Plan cannot, however, be distributed to you before you either attain the Early Retirement age of 55 or have 80 points (i.e., age plus continuous service equals at least 80). The only exception is if your benefit from the Plan is valued at $5,000 or less. In that event, it would be paid to you in a lump sum. (The $5,000 limit may be increased in future years, as permitted by federal law, and it will be increased to $7,000 beginning January 1, 2024.)

Example

John plans to retire early on his 60th birthday, five years before his Normal Retirement Age. At that time, his age-65 SuperAmerica Benefit is $900 a month.

John can elect to receive his pension any time before he attains age 65, but his pension will be reduced depending on his age when his payments begin.

- If he starts receiving his pension at age 60, his $900 benefit, based on the Ashland formula, is reduced to $846 a month ($900 × 94%).
- If he starts receiving his pension at age 61 years and 4 months, his $900 benefit is reduced to $882 a month ($900 × 98%).

In addition to his reduced benefit, based on the Ashland formula, John will also receive **a** Pension Equity Balance benefit (if any) and Cash Balance Benefit (if any) from the Speedway Retireme**nt** Plan. This does **n**ot include any benefit John might be eligible to receive from the Ashland Plan.

APPENDIX D — PAY CREDIT RULES FOR GRADE 12+ PARTICIPANTS

This Appendix D provides a summary explanation of how Pay Credits were credited to Grade 12+ Participants' notional Cash Balance accounts under the Plan.

Pay Credits: From January 1, 2019 through May 13, 2021, a Grade 12+ Participant's notional Cash Balance account was credited with a Pay Credit in an amount equal to the Pay Credit Percentage (as defined in this Appendix D) of their Cash Balance Compensation for the year.

Pay Credit Percentage: A Grade 12+ Participant's "Pay Credit Percentage" for a Plan Year was equal 7 percent in the case of a Participant with less than 50 Points, 9 percent in the case of a Participant with 50 or more but less than 70 Points, and 11 percent in the case of a Participant with 70 or more Points.

Points: A Grade 12+ Participant's "Points" for a Plan Year equaled the sum of the Participant's attained age and Cash Balance Service, each determined in years and months as of the last day of the Plan Year.

Cash Balance Service: A Grade 12+ Participant's "Cash Balance Service" was the sum of: (a) the number of calendar months after December 31, 2009, during which (i) the Grade 12+ Participant was an eligible employee, as defined in Article II of the Plan, including any period of time the Participant was on an approved leave, regardless of whether they received compensation from a Participating Employer for such leave, (ii) employed by a Participating Employer, but not eligible for the Plan, and becomes eligible due to promotion, or (iii) participated in another retirement plan sponsored by a nonparticipating employer in the Marathon Controlled Group and became eligible due to transfer to a Participating Employer; and (b) the Grade 12+ Participant's Vesting Service (if any) under the Plan as of December 31, 2009, determined in accordance with Section 3.2 of the Plan. In addition, a Grade 12+ Participant who was employed by an employer at the time such employer was acquired by the Company or another member of the Marathon Controlled Group may be entitled to additional Cash Balance Service based on employment with the acquired employer, as provided in Appendix C to the Plan.

No additional Pay Credits were credited to the Cash Balance of any Grade 12+ Participant for any period after May 13, 2021.

APPENDIX E — ANDEAVOR BENEFITS PROVISIONS

This Appendix E provides a summary explanation of your "Andeavor Plan benefits" which consist of:

- A frozen cash balance type of benefit under Andeavor Pension Plan — this is the "Andeavor Cash Balance Benefit"; and
- If applicable to you, a frozen legacy type of benefit under the Andeavor Plan — this is the "Andeavor FAP Benefit."

You will have Andeavor Plan benefits only if you had accrued an Andeavor Cash Balance Benefit and/or an Andeavor FAP Benefit under the Andeavor Pension Plan prior to 2019 and you did not take a distribution (such as, a lump sum distribution) of those benefits.

As explained above in the main part of this SPD, general Plan administration and other rules that apply to your Combined Retirement Benefit also apply to your Andeavor Plan benefits. Refer to the main part of this SPD for those rules. For example, if the lump sum value of your Andeavor Plan benefits and your other Plan benefits explained in the main part of this SPD exceeds $7,000, you must apply to commence payment of those benefit as explained in the main part of this SPD above at "When and How Your Benefit is Paid" and "Application Required to Start Your Benefit."

Except where specifically provided in Appendix E, the main provisions of this SPD apply to your Andeavor Plan benefits.

Merger of Andeavor Pension Plan into the Marathon Petroleum Retirement Plan

The Andeavor Pension Plan (the "Andeavor Plan" and formerly known as the "Tesoro Corporation Retirement Plan") was merged into the Marathon Petroleum Retirement Plan (the "Plan") at the close of 2018.

As result of the plan merger, your Andeavor Plan benefits are now provided under the Plan.

Andeavor Plan Benefits are Frozen

Your Andeavor Plan benefits are frozen as follows:

- Your Andeavor Cash Balance Benefit was frozen at the close of 2018. This means that no additional Pay Credits will be credited to your notional Cash Balance Account for this benefit after 2018. You will continue to receive Interest Credits credited to your notional Cash Balance Account until you take payment of your vested benefit.
- Your Andeavor FAP Benefit was frozen in amount at the close of 2018. No years of service or pay updates after 2018 will be made to this benefit. However, you will generally continue to be credited with service for purposes of eligibility to grow into eligibility for an early retirement benefit option for this benefit.

Vesting

You vest in your Andeavor Plan benefits after you have completed three years of Vesting Service. Your service with Andeavor and its affiliates, and your service with the Marathon Controlled Group are generally counted for vesting purposes.

Being "vested" in your Andeavor Plan benefits means that you have a right to the benefits after your employment with the Marathon Controlled Group ends.

If your employment with the Marathon Controlled Group ends prior to you becoming vested, you will forfeit your Andeavor Plan benefits. In this situation you are not eligible for any Andeavor Plan benefits under the Plan.

Even if you do not have three years of Vesting Service, you are vested in your Andeavor Plan benefits if Marathon has determined that some other event has occurred which should result in you becoming fully vested.

Service

Your employment service for purposes of vesting in your Andeavor Plan benefits and for purposes of eligibility for and the amount of the early retirement benefits form of your Andeavor FAP Benefit is generally determined as follows.

Vesting Service

Your Vesting Service is used to determine:

- Whether you will be entitled to a benefit under the Plan when you terminate employment with the Marathon Controlled Group.
- Whether you are eligible for early retirement status (55 with 5 years of service or 50 with 80 points at termination of employment) and for the calculation of the value of the early adjustment factor applied to your Andeavor Final Average Pay Benefit if you start your Andeavor Plan benefits before age 65.

In general, your Vesting Service for purposes of your Andeavor Plan benefits is equal to the total period of elapsed time (in completed years and months) from your original hire date recognized by Andeavor and Marathon and ending on the earlier of the date you terminate employment or the first anniversary of the date you are absent from work for any other reason.

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

Generally, you will be credited with Vesting Service for approved leaves of absences up to one year (or longer, up to two years, in certain maternity or paternity situations).

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 Andeavor or its affiliates. These rules are specified in the official Plan document.

Generally speaking, if you no longer work for any company in the Marathon Controlled Group, you do not earn any additional vesting service. For example, if you continue to work for Speedway after May 13, 2021, you do not earn any additional vesting service.

Benefit Service

Your Benefit Service is used in the calculation of your Andeavor FAP Benefit.

In general, your Benefit Service is calculated through December 31, 2010, and is equal to the total period of elapsed time (in completed years and months) while you were in an eligible status for participating in the Andeavor Pension Plan measured from your original hire date recognized by Andeavor and ending on the earliest of:

- The date you terminate employment;
- The first anniversary of the date you are absent from work for any other reason; or
- December 31, 2010.

If you became an employee of Andeavor or one of its affiliates as part of an acquisition, special provisions may apply that incorporate the Benefit Service you earned with a prior employer when calculating your Andeavor FAP Benefit. These rules are specified in the official Plan document.

Benefit Service Frozen After 2010: Your Benefit Service is calculated only through December 31, 2010, for purposes of calculating your Andeavor FAP Benefit. No Benefit Service is earned after December 31, 2010.

How Your Andeavor Plan Benefits are Calculated

Your Andeavor Plan benefits consist of two types of benefit, the sum of which are your total Andeavor Plan benefit, as follows:

An *Andeavor FAP B*enefit for service performed before 2011	+	An **An**deavor Cash Balance Benefit for service performed after 2010

Andeavor FAP Benefit

If you were hired at Andeavor or a participating affiliate before 2011, you will generally have an "Andeavor FAP Benefit" when you are vested.

This benefit is calculated using a formula based on your Benefit Service as of December 31, 2010, and your final average pay and Social Security Covered Compensation (a 35-year average of the Social Security Wage Base) as of December 31, 2018.

Your FAP benefit component is determined using this formula:

1.1% of monthly final average pay	×	Benefit Service	+	0.5% of final average pay in excess of monthly Social Security Covered Compensation multiplied by Benefit Service (up to a maximum of 35 years)	=	Monthly annuity payable for your lifetime beginning at age 65

The result of this formula produces a monthly annuity payable over your lifetime starting at age 65, which is the Plan's normal retirement date.

Your payment will be adjusted if you choose a different payment option or elect to commence your benefit prior to age 65.

Your Andeavor FAP Benefit is frozen. As explained above, no Benefit Service after 2010 is counted. Also, your final average pay after 2018 is not used in the formula, and the amount of your Andeavor FAP Benefit under the formula is fixed in amount as of December 31, 2018.

Benefit Service

You generally earned Benefit Service for each whole month you worked at Andeavor and its affiliates before 2011. Your Benefit Service was frozen on December 31, 2010. This means that after 2010, your Benefit Service no longer increased for the purposes of calculating your benefit under the Andeavor FAP Benefit formula.

Final Average Pay

Your final average pay is your highest average monthly eligible compensation during a 36-consecutive calendar month period that occurs during the last 120 consecutive months (10 years) of your employment with Andeavor and its affiliates. Your final average pay calculation was determined as of December 31, 2018, and is frozen at that amount. It will not change after 2018.

Generally speaking, eligible compensation that was used to determine your final average pay (and Pay Credits for the Andeavor Cash Balance Benefit):

- Included, but was not limited to, base pay, overtime, and normal bonuses; and
- Excluded other types of compensation including, but not limited to, special bonuses that were not part of a normal annual incentive bonus, expense allowances or reimbursements, special recognition awards and all other extraordinary compensation.

Eligible compensation was also subject to applicable limits under the Internal Revenue Code.

Social Security Covered Compensation

Social Security covered compensation used in the formula is the rounded average of the annual maximum amount of wages used to determine contributions and benefits for social security during the 35-year period ending with the year in which you attain or will attain social security retirement age. Social security retirement age ranges from ages 65 to 67, depending on your year of birth. The Internal Revenue Service published a table for this amount. The amount in effect as of December 31, 2018, was used in the calculation of Andeavor FAP Benefit, on account of that benefit being frozen as of that date.

Andeavor Cash Balance Benefit

If you were hired at Andeavor or a participating affiliate after 2010, you will generally have an “Andeavor Cash Balance Benefit” when you are vested.

This benefit is determined under a lump-sum based formula, which will take into account your quarterly Pay Credits and quarterly 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 Andeavor Cash Balance Benefit.

The Andeavor Cash Balance Benefit was frozen as of December 31, 2018. This means that after 2018, no additional Pay Credits will be added to your notional Cash Balance account. Interest Credits will continue to be added to your notional Cash Balance account until you take a distribution of your Andeavor Plan benefits.

Pay Credits

"Pay Credits" were credited to your notional Cash Balance account at the end of each calendar quarter based on a percentage of the eligible compensation you received during each quarter.

Eligible compensation for determining Pay Credits used the same definition of compensation explained above that was used to determine your Andeavor FAP Benefit. Generally, this was inclusive of base pay, overtime and normal bonuses but excluded certain types of pay. Reference the compensation definition within the "Final Average Pay (FAP) Benefit Component" section for more detailed information on what is considered eligible compensation.

The percentage that was used to determine your Pay Credits each calendar quarter was based on your age (in whole years) at the end of each calendar quarter as follows:

Age at End of Quarter	Percentage of Pay Credited to Notional Cash Balance Account
Less than 30	4.5%
30 to 39	5.5%
40 to 49	6.5%
50 to 59	7.5%
60 and over	8.5%

Interest Credits

"Interest Credits" are credited to your notional Cash Balance account. Beginning in 2013, Interest Credits are based on the greater of: the 10-year U.S. Treasury rate, or the 30-year U.S. Treasury rate, with a minimum interest crediting rate of 3%. Here is how the quarterly Interest Credit is determined:

- First, the annual interest rate to use to calculate the quarterly Interest Credit is determined. The quarterly Interest Credit is based on the average of the 10-year U.S. Treasury Bond interest rates or the 30-year U.S. Treasury Bond interest rates, whichever is higher, for the fourth calendar month preceding the beginning of the calendar quarter. The minimum annual interest rate is 3%.
- Once the annual interest rate is determined, it is converted to a quarterly interest crediting rate by using the following formula:

$$\boxed{\textit{Quarterly Interest Crediting Rate} = [(1 + \textit{Annual Interest Rate})^{(1/4)}] - 1}$$

Interest Credits are credited to your notional Cash Balance account effective on the last day of a calendar quarter. Note that Interest Credits were not credited on Pay Credits allocated during the same quarter.

If you terminate employment with the Marathon Controlled Group with a vested Andeavor Cash Balance Benefit but do not elect to receive your Andeavor Plan benefits, Interest Credits will continue to be credited to your notional Cash Balance account until you elect to receive your benefit. For example, if you are a Speedway employee, you are deemed to have terminated your employment with the Marathon Controlled Group on and after May 14, 2021.

If you elect to receive your vested Andeavor Plan benefits prior to the end of a calendar quarter, you will still be credited with an Interest Credit for the number of months in the quarter up to the date you elect to commence your benefit divided by 3.

When You Can Receive Your Benefit

Your Andeavor Plan benefits are 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 Andeavor FAP Benefit (if you have such a benefit).

For example, if you are employed by Speedway, you may take your Andeavor Plan benefit right now, because you are no longer employed by any company in the Marathon Controlled Group.

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

Your Plan benefit can be paid as early as the first of the month following the month in which you terminate employment from the Marathon Controlled Group, 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.

Adjustments to Andeavor FAP Benefit if Taken Before Age 65

If you terminate employment and elect to receive your Andeavor Plan benefits prior to age 65, your Andeavor FAP Benefit will be adjusted by an early commencement adjustment factor based on your age when you commence your benefit to account for the fact that you are receiving your benefit early prior to age of 65 normal retirement.

- *80 Point Early Retirement Eligible:* If at your termination date you are at least age 50 and the sum of your age and Vesting Service at termination is greater than or equal to 80, you qualify for "80 Point Early Retirement." In this situation, you are eligible for an unreduced Andeavor FAP Benefit at age 60. If you start your Andeavor Plan benefits prior to age 60, there is a 5% reduction in your Andeavor FAP Benefit for every year you commence your benefit prior to age 60.
- *55 & 5 Early Retirement Eligible:* If you are age 55 with at least 5 years of Vesting Service at termination but do not qualify for 80 Point Early Retirement, you are eligible for "55 & 5 Early Retirement." In this situation, you are eligible for an unreduced Andeavor FAP Benefit at age 62. If you start your Andeavor Plan benefits prior to age 62, there is a reduction of your Andeavor FAP Benefit for every year you commence your benefit prior to age 62 down to age 55.
- *Term Vested Benefit Eligible:* If you terminate employment and are vested in your benefit (i.e., you have completed 3 years of Vesting Service) but do not meet the 80 Point Early Retirement or the 55 & 5 Retirement definitions, you are eligible for a "Term Vested Benefit." Under this definition, you are eligible to commence your benefit, but your Andeavor FAP Benefit will be reduced by an actuarial equivalent adjustment factor based on your age at the time you receive your benefit with no early retirement subsidy.

Your age for these reduction determinations is calculated based on your completed years and months at your requested benefit start date. Factors for non-whole year ages are determined by interpolation between whole years. For example, the 80 Point Eligible factor for a person age 57 and 6 months would be 87.5%.

The following table shows these early adjustment factors that apply to your Andeavor FAP Benefit if you start your Andeavor Plan benefits before age 65.

Age at Your Payment Start Date	Reduction Factor to Apply to Andeavor FAP Benefit		
	80 Point Early Retirement Eligible	*55 & 5 Early Retirement Eligible*	*Term Vested Benefit Eligible*
65	100%	100%	100%
64	100%	100%	90.1%
63	100%	100%	81.4%
62	100%	100%	73.6%
61	100%	92.8%	66.7%
60	100%	85.7%	60.6%
59	95%	78.6%	55.1%
58	90%	71.4%	50.2%
57	85%	64.3%	45.8%
56	80%	57.1%	41.8%
55	75%	50.0%	38.2%
54	70%	N/A	35.0%
53	65%	N/A	32.1%
52	60%	N/A	29.4%
51	55%	N/A	27.0%
50	50%	N/A	24.8%
< 50	N/A	N/A	Actuarial Equivalent Factor

No Adjustment to Andeavor Cash Balance Benefit if Started Before Age 65

There is no adjustment to your Andeavor Cash Balance Benefit if you start your Andeavor Plan benefits prior to age 65. You will receive the full value of your notional Cash Balance account as of the date of your requested benefit start date regardless of your age at termination.

In-Service Distribution Feature (Andeavor FAP Benefit Only)

As a practical matter, it only applies to you in the rare situation where you continue to be employed by a company in the Marathon Controlled Group. **If you are employed by Speedway, the in-service distribution feature has no practical effect, because you can take a distribution of your Andeavor FAP Benefit right now, even if you are less than age 59½.**

If you are age 59½ or above, you may take an in-service distribution of the Andeavor FAP 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 Andeavor FAP Benefit, the amount of the benefit and your payment options will be determined according to the Plan's regular rules for taking the Andeavor FAP Benefit. For example, this means:

- If you take an in-service distribution before age 65, the benefit will be determined in the same manner as would be the case if you terminated employment and took the benefit at that time.
- **You may take the distribution in the form of a lump sum** or in any of the Plan's other payment forms.
- If you are married, you will need your spouse's notarized 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 Andeavor Plan benefits, your Andeavor FAP Benefit will be adjusted to take into account the delay from age 65 to your payment date, except for any period during which that benefit is suspended under the Plan's suspension of benefits rule. 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.

Suspension of Benefits Rule

If you continue employment with the Marathon Controlled Group after age 65, a suspension of benefits rule will apply to your Andeavor FAP benefit during that period of continued employment. Under the rule when applied, your Andeavor FAP Benefit will not be adjusted to take into account the delay from age 65 to your payment date. The suspension of benefit rule does not apply to certain, limited employment with the Marathon Controlled Group after age 65; generally where you complete less than 40 hours of service for employment in a calendar month.

Deadline to Start Your Benefit (mandatory distribution rule)

There is a mandatory deadline for you to start your Andeavor Plan benefits (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 (terminate employment) from the Marathon Controlled Group, you could be liable for a 25% excise tax on the portion of your Andeavor Plan benefits that was not distributed on a timely basis.

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

Termination of Employment Before Becoming Vested

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

How Your Andeavor Plan Benefits Can be Paid

You may generally choose to have your Andeavor Plan benefits paid under any one of several different payment forms offered by the Plan.

The normal (default) form of payment for your Andeavor Plan benefits is:

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

If you are married at the time your Andeavor Plan benefits are to begin, you may elect a form of payment other than the default form. 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.

The payment options for your Andeavor Plan benefits 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, 75% of your reduced monthly payment will continue to your beneficiary upon your death. Upon the death of your beneficiary, no further benefits will be payable to any other person. If your beneficiary predeceases you, your payment amount will not be changed and no benefits will be payable after your death.

- **66⅔% Joint and Contingent Annuity:** You will receive a reduced monthly payment as long as both you and your designated joint pensioner are living. Upon the first death (of you or your designated joint pensioner), 66-2/3% of the reduced monthly benefit will be continued to the survivor for the lifetime of the survivor.
- **10 Years Certain and Life Annuity:** Monthly payment to you for life with a guaranteed payment period of ten years (120 months).

  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. If you die after receiving the guaranteed payments, the benefit will cease and no benefit will be paid to anyone after your death.

  You can choose anyone as your beneficiary and can change your beneficiary at any time under this form of payment, even after you retire or separate and begin receiving payments.

  You are not permitted to elect this optional form of benefit if you are age 75 or older at the time you start your benefit.
- **66⅔% Joint and Contingent with 10 Years Certain Annuity:** You will receive a reduced monthly payment as long as both you and your designated joint pensioner are living, and upon the first death, 66⅔% of the reduced monthly payment will be continued to the survivor, for the lifetime of the survivor. If both you and your designated joint pensioner die before payments have been made for ten years, the same monthly payment in effect at the time of that death event will be paid to your contingent beneficiary for the remainder of the same ten-year period.

  Since this form of payment option permits other contingent beneficiaries, you may designate a new contingent beneficiary for this option at any time during the first ten years this option is being paid.
- **Lump Sum:** In lieu of monthly benefits, you will receive your entire Andeavor Plan benefits in a single lump sum payment. After this payment is made, no additional benefits are payable to you. The value of your lump sum payment is based on your age and the current interest rate in effect during the year of your benefit start date.

  Automatic Cash-out of Small Benefit Rule: If the lump sum value of your Plan benefit (this includes your Marathon Cash Balance Retirement Benefit 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. The $7,000 limit may be increased in future years, as permitted by federal law.

  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.

Death Benefits

Death While an Active Employee

If you die before you have terminated employment with the Marathon Controlled Group and you are vested in your Andeavor Plan benefits, a survivor benefit is payable to your beneficiary equal to the sum of (1) the FAP Survivor Payment and (2) your Andeavor Cash Balance Benefit. (Remember, if you are employed by Speedway, you are already treated as having terminated your employment with the Marathon Controlled Group.)

For this purpose:

- The “FAP Survivor Payment” is the value of the monthly annuity that would have been payable had you terminated employment on the date immediately preceding the date of your death, elected a 100% joint & survivor annuity, and died the next day.
- Your Andeavor Cash Balance Benefit is the value of your notional Cash Balance account under this portion of the Plan as of the date your beneficiary starts this death benefit.

This death benefit is payable in the following forms:

- If the beneficiary is your spouse, the benefit can be paid in either single lump sum or in the form of single life annuity payable over your spouse’s lifetime. Your surviving spouse makes the choice of payment form.
- For non-spouse beneficiaries, the form of payment will automatically be paid in the form of a single lump sum, calculated as if the beneficiary was the same age as you. (If you are married, your spouse must have consented to your naming a non-spouse beneficiary under the Plan’s spouse consent rules.)

Death After Termination of Employment but Before Start of Andeavor Plan Benefits

If you die after terminating employment with the Marathon Controlled Group, but prior to starting your Andeavor Plan benefits, a death benefit is payable to your surviving spouse or non-spouse beneficiary based on the same methodology as outlined in the “Death while an Active Employee” section based on your Andeavor Plan benefits earned through your termination date.

Death After Start of Andeavor Plan Benefits

If you die after you have started your Andeavor Plan benefits, 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 Andeavor Plan benefits in a lump sum, no other benefit under this portion of the Plan is payable after your death.

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.

Reemployment

The Plan’s rules regarding reemployment (with a company in the Marathon Controlled Group) are generally as follows.

If you were vested in your Andeavor Plan benefits when you terminated your employment:

- If you started payment of those benefits in the form of annuity, the monthly payments will continue during your reemployment.
- If you did not start payment of those benefits, you will need to wait until you terminate employment from the Marathon Controlled Group to start those benefits.

If you were not vested in your Andeavor Plan benefits when you terminated employment:

- If you are reemployed before having five consecutive One-Year Breaks-in-Service, then your prior Vesting Service will be reinstated, and you will resume the vesting period for your Andeavor Plan benefits.
- If you are reemployed after having five consecutive One-Year Breaks-in-Service, then your prior Vesting Service will no longer count, and you will have permanently forfeited your Andeavor Plan benefits.