



Marathon Petroleum Thrift Plan Summary Plan Description

Effective June 26, 2020

This is an updated summary plan description (“SPD”) for the Marathon Petroleum Thrift Plan. This SPD replaces your existing SPD and all of its summaries of material modifications. Keep this SPD for future reference.

If you received this SPD by electronic means, you have the right to receive a written SPD and you may request a copy of this document on a written paper document at no charge by contacting the Plan Administrator at the contact information provided under the “Administrative Information” Section of this SPD.

IMPORTANT: Specific portions of this document designated with an asterisk (*) constitute part of a Prospectus covering securities that have been registered under the Securities Act of 1933.



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Important Information

In all cases, the official Plan documents govern and are the final authority on the terms of the Plan. If there are any discrepancies between the information in this summary plan description (“SPD”) and the Plan, the Plan documents will control. Marathon Petroleum Company LP (the “Plan Sponsor” or the “Company”) reserves the right to terminate or amend any and all of its employee benefit plans or programs at any time for any reason. Participation in the Plan is neither a contract nor a guarantee of future employment.

What is This Document?

This SPD is a guide to your benefits under the Plan. This SPD together with the summaries of material modification (“SMMs”) issued for this Plan, if any, constitute your SPD for this Plan. Refer to the “Eligibility to Participate in the Plan” section for more information about eligibility for the Plan.

What Information Do I Need to Know to Use This SPD?

Eligibility, participation, benefit provisions, forms of payment, and other provisions of the Plan depend on certain factors such as your: employment status, job classification, employer, employment service history (such as, date of hire, date of terminations, service during employment).

To understand how the various Plan provisions affect you, you will need to know the above information. If you don’t have this information or have questions, contact the Plan Administrator or Fidelity. Refer to the “Contact Information” section for more information on how to contact the Plan Administrator or Fidelity.

How Do I Use This Document?

Although the Plan Sponsor has provided these tools to help you better understand the Plan, it is important that you read the SPD in its entirety, so that you can understand the details of the Plan. Also, throughout this SPD, there are cross-references to other sections in the SPD. Refer to the “Table of Contents” to help you locate these cross-referenced sections.

What Action Do I Need to Take?

You should review this SPD.

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

This SPD only applies to Plan participants and their beneficiaries for the eligible classes of employees described in the “Eligibility to Participate in the Plan” section at page 2 of this SPD. A separate SPD applies to employees of Speedway LLC and Speedway Prepaid Card LLC who are covered by the Retirement Savings Sub-Plan component of this Plan (and any other companies who may, from time to time, participate in that component).

Keep This Document For Future Reference

You need to keep your SPD and SMMs so you can refer to them in the future. They are your primary resource for your questions about the Plan.

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Using This Summary Plan Description

The Plan is a defined contribution plan sponsored by the Plan Sponsor. The Plan provides savings plan benefits to eligible employees of Participating Employers.

This document is the summary plan description (“SPD”) for the Plan. This SPD describes the provisions of the Plan as in effect on June 26, 2020.

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

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

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. 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 any member of the MPC Controlled Group.

Many sections of the SPD are related to other sections of the document. You may not have all of the information you need by reading just one section, so it is important that you review all sections that apply to a specific topic.

Terms Used in This SPD

Certain terms used in this SPD have specific meanings. Some of the terms that use capital letters, are defined in the “Definitions” section. Other of the terms are defined where the term is used in this SPD. Understanding the meanings of all of the defined terms will help you better understand the information provided in this SPD.

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Contact Information*

The Plan Sponsor has contracted with Fidelity Institutional Retirement Services Company (“Fidelity”) to provide recordkeeping services to Plan participants and beneficiaries. Fidelity is the Plan’s recordkeeper.

Most Plan transactions can be initiated by logging onto the Fidelity NetBenefitsSM website, available at www.netbenefits.com/marathonpetroleum, or by calling Fidelity at 866-602-0595, and for individuals who are hearing impaired at 800-655-0962 (TDD). 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 purpose of the Plan is to assist eligible employees in maintaining a steady program of savings so that they may supplement their income in retirement or, under certain circumstances, meet financial emergencies. The Plan is intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and is subject to the provisions of Titles I, II and III of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation, because the Plan is a defined contribution retirement plan that includes Code Section 401(k) and profit sharing features.

Eligibility to Participate in the Plan*

You are eligible to participate in the Plan if you are an employee of Marathon Petroleum Company LP (the “Company”) or of a Participating Employer within the MPC Controlled Group, unless you are an employee that:

- (a) is covered by a collective bargaining agreement, unless the agreement requires the employees to be included under the Plan;
- (b) has signed an agreement or has otherwise agreed to provide services to the Company as an independent contractor, regardless of the tax or other legal consequences of the arrangement;
- (c) is a leased employee, whether or not the leased employee falls within the definition of “leased employee” as defined in Code Section 414(n); or
- (d) is an employee of Speedway LLC or Speedway Prepaid Card LLC who is regularly classified as salary grade 11 or below or who is regularly classified as salary grade 12 or above, provided such classification became effective after December 31, 2018, as a new hire, rehire, transferee or the employee receiving a promotion.

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

Refer to Appendix A for a list of the Participating Employers; the Company is also a Participating Employer and references to that term in this SPD includes the Company as the context requires.

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Joining the Plan*

Your participation in the Plan is voluntary. Enrollment information from Fidelity will be sent to you, and you may start your participation by electing to enroll in the Plan. This will generally occur within two weeks of your eligibility date or as soon as administratively possible.

Enrollment

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

- Logging on to www.netbenefits.com/marathonpetroleum, the Fidelity NetBenefitsSM website; or
- Contacting Fidelity at 1-866-602-0595.

At the time of enrollment (or at any time after enrollment), you should submit a Beneficiary designation to Fidelity via online designation or, to the extent permitted by Plan procedures, a paper form. If you do not do so, the Plan's default beneficiary rules will apply for purposes of distributing your Plan account balance in the event of your death.

Participant Contributions*

Subject to Plan and Code limits, you may make the following types of contributions to your Plan account:

Pre-Tax Contributions

You may elect to make Pre-Tax Contributions from 1% to a maximum of 75% of your Gross Pay (in whole percentages only).

Pre-Tax Contributions are excluded from your pay for purposes of federal income tax and, as applicable, state and local income taxes and are not taxable to you at the time they are contributed. Pre-Tax Contributions are not excluded you pay for purposes of Social Security and Medicare (so-called "FICA") taxes at the time they are contributed.

Roth Contributions

You may elect to make Roth Contributions from 1% to a maximum of 75% (in whole percentages only) of your Gross Pay. Roth Contributions are not excluded from your pay for income tax or FICA tax purposes.

Catch-Up Contributions

If you are age 50 or above at any time during the Plan Year, you may elect to make Pre-Tax or Roth type Catch-Up Contributions from 1% to 75% (in whole percentages only) of your Gross Pay. As a practical matter, Catch-Up Contributions may only be made once your Pre-Tax and Roth Contributions have reached the Code or any Plan limit for the Plan Year.

After-Tax Contributions

You may elect to make After-Tax Contributions from 1% to a maximum of 75% (in whole percentages only) of your Gross Pay; provided, however, that if you are a Highly Compensated Employee, you may only elect to make After-Tax Contributions from 1% to 2% (in whole percentages only) of your Gross Pay.

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You will be a “Highly Compensated Employee” for a Plan Year if your prior year compensation from all employers in the MPC Controlled Group exceeds a Code-specified dollar threshold. For 2020, that dollar threshold is \$125,000 in 2019 compensation. The dollar threshold is periodically adjusted for cost-of-living changes. For example, for 2021, the dollar threshold will be \$130,000 in 2020 compensation.

Maximum Contribution Percentage

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

Changing Your Contributions

You may change the rate of your contributions or to voluntarily suspend or resume your contributions at any time, with each change becoming effective as soon as administratively possible after the Plan has been notified of the change and otherwise in accordance with Plan procedures.

Automatic Increase Program

You may voluntarily elect to utilize Fidelity’s Automatic Increase Program which allows automatic annual increases in your contributions by a specified percentage on a specified date, subject to Plan provisions and Code regulations.

Rollover Contributions and Direct-Plan Transfer Contributions

Subject to Plan Administrator approval and certain limited exceptions, you may make Rollover Contributions or Direct-Plan Transfer Contributions of qualified distributions from any other qualified plan or IRA into your Plan account. However, Roth Rollover Contributions will only be accepted from another tax-qualified plan. If you have terminated your employment with the MPC Controlled Group and you are not a “retired” participant as determined under the Plan, you may not make Direct-Plan Transfers. In certain limited circumstances described in the Plan document, you may make Rollover Contributions into your Plan Account if you are a retired participant, even if you previously took a complete distribution from your Plan account.

All Rollover Contributions or Direct-Plan Transfer Contributions are subject to the terms and guidelines set forth by the Plan Administrator and consist of cash, unless the Plan Administrator agrees, in its sole discretion, to accept any property other than cash. Rollover Contributions must be made by you within 60 days after you received your distribution from an eligible retirement plan or IRA, and are conditioned on your providing adequate documentation relating to the qualified plan or IRA as required by the Plan Administrator.

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Pre-Tax Contributions vs. After-Tax/Roth Contributions Example

What is the impact of Pre-Tax Contributions versus After-Tax/Roth Contributions? Here is a comparison between an 8% Pre-Tax Contribution and an 8% After-Tax/Roth Contribution. The following tax calculations are based on the 2020 Federal Income Tax Tables; single based on single rates and married based on married-filing jointly rates.

In the example below only Company pay was taken into consideration. Since a two-income household may be taxed at a higher rate, participation in Pre-Tax Contributions may result in greater annual net pay when compared to traditional After-Tax/Roth Contributions savings. The child tax credit is not taken into consideration.

Federal Income Tax Table Effective January 1, 2020	Single		Married	
	Standard Deduction = \$12,400		Standard Deduction = \$24,800	
	After-Tax/Roth	Pre-Tax	After-Tax/Roth	Pre-Tax
Annual Pay	\$50,000	\$50,000	\$50,000	\$50,000
Pre-Tax Contribution	0	\$ 4,000	0	\$ 4,000
Taxable Pay <i>(= Annual pay less Pre-Tax Contribution)</i>	\$50,000	\$46,000	\$50,000	\$46,000
Federal Income Tax	\$ 4,315	\$ 3,835	\$ 2,827	\$ 2,347
Annual Pay Minus Federal Income Tax	\$45,685	\$42,165	\$47,173	\$43,653
After-Tax/Roth Contribution	\$ 4,000	0	\$ 4,000	0
Annual Net Pay <i>(before other taxes and deductions)</i>	\$41,685	\$42,165	\$43,173	\$43,653

Note: This example does not take into consideration the impact of tax deferral under the state and local income tax laws.

Employer Matching Contributions*

Your Participating Employer will match your contributions to your Plan account up to a maximum of 6% of Gross Pay at a rate of \$1.17 per dollar contributed.

Matching Contributions will not be made if you are covered by a collective bargaining agreement, unless the Participating Employer has entered into a definitive agreement with the union representing you that expressly requires the Participating Employer to contribute Matching Contributions.

Matching Contributions will be made on a pay-period-by-pay-period basis based on your Gross Pay and your Plan contributions for that pay period. The Participating Employer will true-up Matching Contributions after the end of the Plan Year so that your aggregate Matching Contributions for the Plan Year will equal the amount determined under the Matching Contribution formula above using your Gross Pay and your contributions for the Plan Year.

No Matching Contributions are made on your Gross Pay that exceeds the applicable Code annual compensation limit for the Plan Year.

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Annual Limits*

The Code limits amounts going into your Plan account in a number of ways, including:

1. So-called “nondiscrimination” limitations on After-Tax Contributions by Highly Compensated Employees (the Plan’s 2% limit on After-Tax Contributions for this group is designed to generally meet the nondiscrimination requirements, but adjustments may be made as necessary to meet those requirements);
2. An overall dollar limit on Pre-Tax and Roth Contributions, excluding Catch-Up Contributions (\$19,500 in 2020, as increased by cost-of-living adjustments)**;
3. An overall dollar limit on Catch-Up Contributions (\$6,500 in 2020, as increased by cost-of-living adjustments)**; and
4. The total annual additions to your Plan account (from your contributions and Matching Contributions as well as forfeitures, but excluding Catch-Up Contributions) for any calendar year cannot exceed the lesser of \$57,000 (for 2020, as increased by cost-of-living adjustments) or 100% of your Plan-considered compensation for that year.

In addition, your Gross Pay that may be taken into account under the Plan is limited to the Code annual compensation limit (\$285,000 for 2020, as increased by cost-of-living adjustments) as established under the Code. **Once your Gross Pay reaches the annual compensation limit during the Plan Year, you may not make any additional Pre-Tax, Roth, Catch-Up, or After-Tax Contributions (and you will correspondingly not receive any Matching Contributions), even if you have at that time not reached the overall contributions dollar limits or the annual additions limit.**

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

** If you made employee pre-tax and/or Roth type contributions to the defined contribution retirement plan of two or more unrelated employers in a single calendar year that in total exceed the annual contribution limit, you may contact Fidelity to have a refund check sent to the from the excess that may be attributed to this Plan. In order to have Fidelity refund the excess contributions, you must contact Fidelity no later than April 15 of the year following the year in which the excess contributions were made into the Plan. This situation may occur if you are hired by a Participating Employer mid-year and during that year you make pre-tax and/or Roth contributions to your prior employer’s defined contribution retirement plan and this Plan.

Roth In-Plan Conversions*

You may elect to “convert” all or a portion of your vested Plan subaccounts to the Roth In-Plan Conversion Accounts established by the Plan Administrator as subaccounts within the Plan. (This feature is also available to an alternate payees who is the former spouse of a Plan participant and who has a Plan account pursuant to a Qualified Domestic Relations Order.)

The three subaccounts that make up the Roth In-Plan Conversion Accounts are as follows:

1. **Roth In-Plan Conversion Account**, which is an unrestricted account for conversions of vested account balances or portions thereof, provided, that such conversion amounts are not from Pre-Tax Account, Pre-Tax Catch-Up Contribution Account, and Safe Harbor Matching Contribution Account sources;

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2. **Roth In-Plan Conversion Employee Account**, which is a restricted account limited to conversions of vested account balances or portions thereof from Pre-Tax Account and Pre-Tax Catch-Up Contribution Account sources; and
3. **Roth In-Plan Conversion Employer Account**, which is a restricted account limited to conversions of vested account balances or portions thereof from the Safe Harbor Matching Contribution Account source.

Outstanding loan balances, amounts already in any designated Roth subaccount within the Plan, and amounts held in the Plan's BrokerageLink investment option are not eligible for conversion.

Amounts converted are irrevocable and subject to the same distribution and non-distribution rights and features of the Plan that applied prior to the conversion. Roth In-Plan Conversions will be included you gross income as if distributed in the year of conversion.

No contributions or rollovers other than Roth-In Plan Conversion amounts may be allocated to the Roth In-Plan Conversion Accounts.

A Roth In-Plan Conversion will result in a taxable event to you on to the portion of the converted account monies that have not been taxed previously — for example, contributions made on a pre-tax basis, matching contributions and any earnings on any type of contribution.

Plan Accounts*

The contributions made by and for you to the Plan, in all cases adjusted for any earnings and losses, are held in your Plan account, and are further accounted for using the following subaccounts:

Pre-Tax Account

- This account contains all Pre-Tax Contributions.

Pre-Tax Catch-Up Contribution Account

- This account contains all Pre-Tax Catch-Up Contributions.

After-Tax Account

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

Roth Contribution Account

- This account contains Roth Contributions.

Rollover Accounts

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

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Roth Rollover Account

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

Company Matching Account

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

Safe Harbor Matching Contribution Account

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

Roth Catch-Up Account

- This account contains all Roth Catch-Up Contributions.

Roth In-Plan Conversion Accounts

- These designated subaccounts by the Plan Administrator contain amounts that have been converted.

Other Special Accounts

- From time-to-time, other special subaccounts may be created, for example, to account for certain monies from another retirement plan that was merged into the Plan. Special vesting and other rules may apply to these subaccounts. If you have one or more of these subaccounts, contact the Plan Administrator or Fidelity for information on any vesting or other rules that apply to them.

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

Vesting in Your Account*

The term “vesting” refers to your non-forfeitable right to the assets in your Plan account. To be vested means that your Plan account balance belongs to you and cannot be forfeited for any reason.

You are fully vested in your contributions at all times. You are also fully vested in any Matching Contributions made to your Plan account on or after January 1, 2016.

You will vest in Matching Contributions made to your Plan account prior to January 1, 2016 (if any) upon the earliest to occur of the following events:

- A. You have performed an hour of service on or after January 1, 2002 and have completed three years of service;
- B. You attain the Plan’s normal retirement age (age 65) while employed by any member of the MPC Controlled Group;

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- C. You retire under the Marathon Petroleum Retirement Plan, as then in effect;
- D. You die while employed by any member of the MPC Controlled Group;
- E. You become Disabled at any time on or after January 1, 2016 while employed by any member of the MPC Controlled Group; or
- F. The termination or partial termination of the Plan to the extent required by the Code.

The Plan will consider you “Disabled” if:

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

Note: Amounts held in any special subaccount may be subject to a vesting schedule. For example, monies from another retirement plan that was merged into the Plan. Special vesting and other rules may apply to these subaccounts. If you have one or more of these subaccounts, contact the Plan Administrator or Fidelity for information on any vesting or other rules that apply to them.

Vesting Service

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

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

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

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

Service credit (as well as contributions and benefits) with respect to qualified military service are provided in accordance with Code Section 414(u). Loan repayments are suspended as permitted under Code Section 414(u). If you die while performing qualified military service, you will be treated as having resumed employment with the Participating Employer in accordance with reemployment rights under USERRA on the day preceding your death and you will be deemed to have terminated employment on the actual date of death.

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Service with Other Employers in the MPC Controlled Group

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

If a former active participant is subsequently reemployed by the Company or another Participating Employer in the MPC Controlled Group, all prior service that was credited for vesting purposes by the Plan will be reinstated.

Additional Service Recognition Rules

The Plan recognizes the following service:

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

Service with Other Employers

Employees who were employed by an employer at the time such employer was acquired by a member of the MPC Controlled Group may, with the approval of Marathon Petroleum Corporation's Board of Directors or its delegate, be entitled to additional vesting service based on employment with the acquired employer. Refer to Appendix C for information about service with acquired companies which is recognized for vesting purposes.

In the event of any transfer of assets and liabilities (including a consolidation or merger) from another plan to this Plan (other than a Rollover Contribution or individual Direct Plan Transfer Contributions), any person who becomes a Plan participant after the transfer date and who has vesting service credit under the transferor plan will receive at least the same vesting service credit recognized by the transferor plan as of the transfer date.

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Change in Control

An employee who is terminated within 24 months of a Change of Control (as defined in the Plan document) will immediately and fully vest in his or her Plan account, provided the employee is classified by a Participating Employer as a non-officer regular employee. A regular employee is an employee who is employed to work on a full-time or part-time basis and not on a time, special job completion, or call-when-needed basis, and who has been classified by a Participating Employer as a regular employee. This special vesting rule does not apply to employees classified as “casual employees.” A casual employee is an employee who is employed to work on a time, special job completion, call-when-needed basis, or is classified as a student worker, and who has been classified by a Participating Employer as a casual employee.

Forfeitures*

What is Subject to Forfeiture

All of your contributions and all of the employer contributions made to your Plan account are always vested and are not subject to forfeiture, **except for** Matching Contributions made before January 1, 2016 and certain employer contributions made under a merged plan as detailed in the applicable Appendices to this SPD. However, you will forfeit all pre-2106 Matching Contributions and, if applicable to you, any other merged plan employer contributions, that are not vested at the time you terminate employment. The amount to be forfeited will be held in your account for a period of five years following your date of termination or until your account has been completely distributed, whichever occurs first.

Application of Forfeited Amounts

Amounts forfeited under the Plan will be applied as a credit to reduce subsequent Participating Employer contributions or pay expenses incurred in the administration of the Plan.

Restoration of Forfeited Amounts

If You Took a Distribution of Your Account upon Termination of Employment

If you are re-employed by a Participating Employer within five years of your Termination of Employment and you forfeited Company Match because you elected to take a Distribution of a portion of your account, the previously forfeited Company Match will be restored to your account if you repay the Trustee the amount distributed to you as a result of your earlier Termination of Employment, or such other amount as specified in the Plan’s rules for this situation. Your repayment must be made in a single cash payment, and it must be made within five years of the date you are rehired.

Note: Repayment of the forfeited amount needs to come from a qualified plan or IRA. Amounts not rolled over and kept as cash are considered nonqualified monies and cannot be restored to the Plan.

If You Deferred Distribution of Your Account upon Termination of Employment

If you are re-employed by a Participating Company within five years of your Termination of Employment and you deferred the Distribution of your account when you terminated, your account balance upon re-employment will reflect any amounts that were not vested at your prior Termination of Employment.

Thrift Plan Summary Plan Description



Investment Options*

You have the right to direct your account balance and any future contributions among the Plan's investment options, subject to any restrictions applicable to the investment option or otherwise under the Plan's rules. To access your Plan account with Fidelity, make any changes to your investment options, direct any future contributions, or seek additional information, log on to www.netbenefits.com/marathonpetroleum or call Fidelity at 866-602-0595.

The Plan offers a choice of investment options that allow you to create a diversified portfolio to help you meet your individual needs. The Plan's investment options are listed online at the Fidelity NetBenefitsSM website (www.netbenefits.com/marathonpetroleum) and in Appendix B.

The Plan's investment options are grouped as follows: Tier 1 – Core Funds, Tier 2 – FIAM Commingled Pool Funds, Tier 3 – BrokerageLink, and Tier 4 – Other Funds, which includes the Marathon Petroleum Corporation Stock Fund and the frozen investment option that is invested in Marathon Oil Corporation common stock.

There is no guarantee of either investment return or safety of principal in any of the Plan's investment options, although the various choices represent different investment objectives and risks. The Marathon Petroleum Corporation Savings Plans Investment Committee has the authority under the Plan to add new investment options or eliminate current investment options at any time.

The financial data showing the returns for each of the applicable investment options offered under Tiers 1, 2 and 4 funds for each of the past three Plan Years (which are also Marathon Petroleum Corporation's fiscal years), or such lesser period for which the data with respect to each investment option is applicable (for example, for a recently added investment option) are provided as part of the Prospectus relating to the Marathon Petroleum Corporation Stock Fund at "Attachment 1 — Prospectus Supplement" to same, as updated from time to time.

Frozen Plan investment options may hold balances but no additional contributions or exchanges may be directed into them. For example, no additional amounts may be allocated for investment in the Plan's frozen Marathon Oil Corporation Stock Fund investment option.

You direct the investment of additional contributions into your Plan account in increments of 1% among the investment options they have selected. You direct the exchange of amounts in your Plan account among the investment options you have selected in increments of 1% or, alternatively in whole dollars or shares or units.

If you do not select an investment option for additional contributions, such contributions will be invested in the FIAM Target Date Commingled Pool Fund investment option that has a target retirement date closest to the year you might retire, based on your current age and assuming a normal retirement age of 65. This default investment option is referred to as the default fund.

Thrift Plan Summary Plan Description



Prior to investing in any of the Plan's mutual fund or commingled pool investment options, or in mutual funds available through BrokerageLink, you should first obtain and review a copy of that investment option's prospectus (such as, for an investment option that is a mutual fund) or other information (such as, for an investment option that is a commingled pool). Prospectuses are available for all of the core mutual fund investment options, and other information about the commingle pool investment options by logging onto Fidelity NetBenefitsSM at www.netbenefits.com/marathonpetroleum or calling Fidelity toll free at 866-602-0595. Investment options may have rules and penalties governing transaction limitations (for example, excessive or abusive trading stipulated by Fidelity). Such rules and penalties can generally be found in the investment option's prospectus or other information. This information will also show you the expense ratio or other costs for the investment option.

You may contact Fidelity for current investment return information for each investment option. You may also obtain current investment return information on most of the Plan's mutual fund type investment options from financial listings in newspapers or on the internet. You can refer to the participant fee disclosure from Fidelity for information about the characteristics and investment returns of the various investment options.

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

IMPORTANT: The Marathon Petroleum Corporation Stock Fund investment option is not diversified, as it invests in the stock of a single company, Marathon Petroleum Corporation. The Fund therefore has a higher level of risk than other investment options. Returns will vary significantly from year to year and price fluctuations will be greater. The fundamental risk of any stock fund is the risk that the value of the stock may decrease. The performance of the fund will depend primarily on the performance of Marathon Petroleum Corporation common stock, investor confidence in stocks in the same industry as Marathon Petroleum Corporation in general, and the overall performance of the stock market. Diversifying the investment of your Plan account among several of the Plan's investment options is a way to reduce the risk of investing in the Marathon Petroleum Corporation Stock Fund.

If you have invested in the Plan's Marathon Petroleum Corporation Stock Fund investment option, you have the right to direct voting of the number of shares held in that investment option of your account pursuant to the Plan's Trust. Information regarding your purchase, holding, sale, and voting of (including in response to a tender offer), and similar rights with respect to, shares, if any, you hold under this investment option will be kept confidential by the Trustee. The Trustee is responsible for implementing this requirement and the Plan Administrator as named fiduciary has authority to establish administrative procedures to ensure that the confidentiality requirement is enforced, except to the extent necessary to comply with federal law or state laws that are not preempted by ERISA. Refer to the "Other Plan Information" section for the Plan Administrator's name, address, and phone number.

Thrift Plan Summary Plan Description



Some investment options may pay dividends from time to time. Dividends and interest will be directed to the investment option which generated such dividend and interest even if you are no longer contributing or have otherwise chosen to stop using that option. Dividends on the frozen Marathon Oil Corporation Stock Fund investment option are not subject to this rule; those dividends cannot be reinvested in that investment option and will instead be invested in another Plan investment option as elected by you.

You may also use Fidelity's Personalized Planning & Advice service for assistance with the investment of your Plan account. This service offers professionally managed account services and investment advice for Plan participants. If you utilize this option, you will pay a management fee based on the size of your Plan account balance. More information on Fidelity's Personalized Planning & Advice service may be obtained by contacting Fidelity.

The Plan intends to operate as an ERISA Section 404(c) type of plan. This means that all responsibility with respect to the selection of investments for your Plan account belongs with you. Choices you make for the investment of your Plan account among the Plan's investment options should be made carefully on the basis of your personal financial goals. Because of these design features, the Plan's fiduciaries are relieved of liability for the results of your investment decisions, as provided for under ERISA Section 404(c).

No Company employee or Plan recordkeeper representative is authorized to make any recommendations or provide advice as to how you should invest your Plan account. In addition, neither this SPD nor any other materials provided to you related to the Plan's investment choices should be construed as providing any type of recommendation or investment advice.

Changing Your Investment Allocations*

Subject to administrative procedures established under the Plan, you may exchange any or all of the assets in your Plan account in whole percents, shares, units, or dollar increments and at the same time direct how to distribute the proceeds of such exchange into other investment options.

You may execute exchanges daily, subject to administrative procedures and any exchange limits applicable to an investment option that may be established under the Plan. An exchange will be processed as soon as administratively practicable, subject to market conditions.

You are not permitted to make a direct exchange from the Stable Value investment option to the Fidelity Money Market Trust Retirement Government Money Market Portfolio or to Fidelity BrokerageLink investment options (each is considered a "competing" fund). Before exchanging from the Stable Value investment option, you must first exchange to a "noncompeting" fund for 90 days.

You can obtain information on your Plan account in the following ways:

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

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Excessive Trading Notice

The Plan offers a range of different investment options for you to structure an investment portfolio to meet your needs. The investment managers who provide these investment options have the right to monitor your investment trading and to restrict your ability to buy or sell their products in this Plan if they feel your trading is harmful or disruptive to the interests of all investors in their fund. You are encouraged to familiarize yourself with any excessive or short-term trading policies, as applicable, of each investment that you include in your Plan investment portfolio.

Notice of Your Rights Concerning Employer Securities*

Federal law requires the Plan Sponsor to notify you of your right to sell (also referred to as diversify) your investment in the Marathon Petroleum Corporation Stock Fund and of the importance of diversification. Because you may now or in the future have investments in the Marathon Petroleum Corporation Stock Fund investment option under the Plan, you should take the time to read this notice carefully.

When can a participant sell an investment in the Marathon Petroleum Corporation Stock Fund?

The Plan meets or exceeds the diversification requirements contained in federal law because the Plan allows you to invest in and to sell an investment in the Marathon Petroleum Corporation Stock Fund (and to direct that the funds instead be invested in another Plan investment option) at any time. Such a direction is implemented as soon as practical after it is received.

You have the right to move any portion of your Plan account that is invested in the Marathon Petroleum Corporation Stock Fund into another Plan investment option. Subject to any applicable trading limitations, all other investment options under the Plan are available if you decide to diversify out of Marathon Petroleum Corporation common stock. You may contact Fidelity at by logging onto Fidelity NetBenefitsSM at www.netbenefits.com/marathonpetroleum or calling Fidelity toll free at 866-602-0595 for specific information regarding this right, including how to make this election. In deciding whether to exercise this right, you will want to give careful consideration to the information below that describes the importance of diversification.

Is it important to diversify investments?

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

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In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. Therefore, you should carefully consider the rights described in this notice and how these rights affect the amount of money that you invest in the Marathon Petroleum Corporation Stock Fund through the Plan. It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

How may I change my investment elections or receive more information?

You may change your elections by logging onto Fidelity NetBenefitsSM at www.netbenefits.com/marathonpetroleum or calling Fidelity toll free at 866-602-0595. You are responsible for directing the investment of your Plan account. For additional information about investing in Marathon Petroleum Corporation common stock, including the potential tax benefits of receiving a distribution in the Marathon Petroleum Corporation Stock Fund held for a period of time, refer to “If You Receive a Plan Payment in Shares of Marathon Petroleum Corporation Stock” information in the “Tax Considerations” section.

Plan Operating Expenses and Fees*

All costs, expenses, and fees incurred in administering the Plan, to the extent not paid by the Company or a Participating Employer will be incurred by participants. Fees or charges for investment management services (including, but not limited to, the optional service provided to participants using the Fidelity Personalized Planning & Advice service) will not be paid by the Company; they will be paid by the participants selecting such services. Any taxes applicable to a participant’s account will be charged or credited to his or her account by the Trustee.

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

The following fees are also the responsibility of the participant (and generally deducted from the participant’s Plan account), when applicable:

1. Loan Setup fee: a one-time \$50 fee for the initiation of a new loan.
2. In-service Withdrawal fee: a one-time \$25 fee for in-service Withdrawals.
3. Overnight Mailing fee: a fee of \$25.
4. Fees apply to the administration of each of the Marathon Petroleum Corporation Stock Fund and the Marathon Oil Corporation stock investment options. These fees are deducted quarterly from each participant’s account where amounts are invested in such an investment option, and such fees are allocated equally to the participants investing in such investment option and, therefore, will be variable. The Company pays this fee for participants with an account balance of less than \$1,000.

Direct expenses, including investment manager fees attributable to a specific investment option, are charged against that investment option. Expenses charged against an investment option, reduce the actual investment return that the participant will realize when investment in that investment option.

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Expenses and fees and whether and how they are charged to participants may change from time to time, and without advance notice.

Withdrawals While You Are Employed*

The Plan is designed primarily to provide additional income for you after your employment ends. But in certain circumstances, you may withdraw money from your account while you are actively employed (a “Withdrawal”), if you meet the Plan’s Withdrawal requirements.

In-Service Withdrawal

You can use an “In-service Withdrawal” for any purpose.

Amounts (including any earnings) available for an In-service Withdrawal at any age are: After-Tax, Rollover (Pre-Tax or After-Tax), Roth Rollover, and/or vested Company Matching Accounts.

Amounts (including earnings) available for an In-service Withdrawal once you have reached age 59½ or become Disabled (as defined in the “Vesting in Your Plan Account” section above) are: Pre-Tax, Roth, Pre-Tax Catch-Up, Roth Catch-Up, Safe Harbor Matching Accounts, and Roth In-Plan Conversion Accounts.

In-Service Withdrawals are subject to a \$100 minimum, are limited to four Withdrawals per Plan Year. Withdrawals are generally made in cash, however, in certain circumstances, you may elect to receive your Withdrawal “in-kind,” meaning that the Withdrawal will be paid in securities and not cash, for example, for Withdrawals of amounts in the Marathon Petroleum Stock Fund investment option, or from investment options that are mutual funds.

In-Service Withdrawals (excluding complete withdrawals in excess of \$35,000) can be initiated online at the Fidelity NetBenefitsSM website at www.netbenefits.com/marathonpetroleum or by calling Fidelity at 1-866-602-0595. Proceeds may be transferred electronically to a bank account for withdrawals initiated online. Contact Fidelity for instructions for the withdrawal of amounts in excess of \$35,000. Also contact Fidelity for details as to whether an in-kind distribution of all or a portion of a Withdrawal is available.

Account and Investment Withdrawal Order for In-Service Withdrawals

Unless you choose otherwise, the order in which funds from your Plan account are withdrawn for an In-Service Withdrawal is as follows, with the type of account taking precedence over the type of investment:

- Account:
 1. After-Tax Account (pre-1987 tax-paid contributions first)
 2. Rollover Account — After-Tax
 3. Rollover Account — Pre-Tax
 4. Company Matching Account
 5. Safe Harbor Matching Contribution Account (to the extent permitted by the Plan and by law)
 6. Pre-Tax Account (to the extent permitted by the Plan and the Code)
 7. Pre-Tax Catch-Up Contribution Account (to the extent permitted by the Plan and Code)

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8. Roth Contribution Account
9. Roth Catch-Up Contribution Account
10. Roth In-Plan Conversion Accounts
11. Roth Rollover Contribution Account

- Investments:

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

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

Hardship Withdrawals

A “Hardship Withdrawal” is only available for a limited number of purposes. You may apply for a Hardship Withdrawal through Fidelity’s Participant Directed/E-Certified Hardship Withdrawal service. At the Plan Administrator’s discretion, you may be requested to provide specific supporting documentation of your financial hardship.

The Hardship Withdrawal request must be for one or more of the following:

- Expenses for medical care as defined in the Code;
- Costs directly related to the purchase of your principal residence, excluding mortgage payments;
- Tuition and related education fees (including room and board) for the next 12 months of post-secondary education for you, your spouse, children or dependents;
- Payments necessary to prevent your eviction from your principal residence or the foreclosure on your principal residence;
- Costs associated with burial or funeral expenses for your deceased parent, spouse, child or dependent;
or
- Repair expenses for damage to your principal residence that would qualify as deductible casualty expenses.

Both the law and the Plan require that you have no other resources available before granting a Hardship Withdrawal. This means that you must:

- Obtain any other currently available distributions under the Plan and any other plan of deferred compensation, whether qualified or nonqualified, maintained by the Company or any other employer in the MPC Controlled Group; and
- Represent in writing (including via an electronic medium, or in such other form as the IRS prescribes), that you have insufficient cash or other liquid assets reasonably available to satisfy the financial need. (You make this representation through Fidelity’s Participant Directed/E-Certified Hardship Withdrawal service.)

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The minimum amount of a Hardship Withdrawal is \$500. You are limited to four Hardship Withdrawals each Plan Year.

You may take a Hardship Withdrawal only from the amounts held in your Pre-Tax Contributions, Roth Contributions, Catch-Up Contributions, After-Tax Contributions and Rollover type contributions, including any earnings.

A Hardship Withdrawal may not exceed the amount determined to be a financial hardship for one of the reasons listed above and may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution.

Following a Hardship Withdrawal, you may continue your contributions to the Plan and you will continue to receive Matching Contributions on those contributions under the Plan's rules for same.

Distributions*

Timing of Distributions

You may request a distribution of your vested account balance after your Termination of Employment (a "Distribution"). The amount you receive is based on the value of your Plan account:

- If the value of your account is \$1,000 or less, it is paid to you in a lump sum, unless you tell the Plan to roll it over within 60 days of your Termination of Employment.
- If the value of your account is \$5,000 or less, but more than \$1,000, it is automatically rolled over to an IRA, unless you tell the Plan to pay it to you or you tell the Plan to roll it over to an IRA or another tax-qualified retirement plan of your choosing within 60 days of your Termination of Employment.
- If the value of your account is more than \$5,000, it remains in the Plan until you choose to receive it or roll it over.

Types of Distributions

Full Lump Sum Distribution — You may elect to have your vested account balance distributed in a full lump sum payment. The payment will be made as soon as practicable after you have made the election.

Partial Distribution — You may take up to four partial Distributions of your vested account balance each Plan Year, subject to a \$500 minimum amount (or lesser amount if the balance in your account is less than \$500).

If you are not a Retired Participant, you may take a Distribution to pay off an outstanding Plan loan, and without triggering the requirement to take a Distribution of your entire account.

Installments — If you are a Retired Participant, you may elect to have your vested account balance distributed in annual, semi-annual or monthly installments. You may revoke your installment election at any time. If you elect monthly installments, your Distribution may only be made in cash. If you die while installment payments are being made, the installment payments will stop and any further benefits with respect to the your account will be payable to your Beneficiary in accordance with the Plan document. You may also take partial Distributions while you are receiving installment payments.

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Deferred Distribution — If you elect to defer the Distribution of your vested account balance, then:

- Your account will continue to grow on a tax-deferred basis;
- Any unvested amounts that would be forfeited upon Termination of Employment will be forfeited five years following Termination of Employment;
- You may exchange fund balances, subject to Plan rules, between any investment options offered under the Plan;
- You may not make a Withdrawal or request a loan; and
- Your vested account balance will remain in the Plan and will not be distributed until: (a) you request a full lump sum Distribution, (b) you request a partial Distribution (if you are eligible), (c) you request annual installments (if you are eligible), (d) you receive a required Distribution, or (e) your death.

A Distribution will be made as soon as practicable after you make your Distribution election as provided for under the Plan's benefit election procedures.

Your Distribution will be paid as you direct. Distributions may be made in cash, or, in certain circumstances, you may elect to receive your Distribution "in-kind," meaning that the Distribution will be paid in securities and not cash, for example, for Distributions of amounts in the Marathon Petroleum Stock Fund investment option, or from investment options that are mutual funds.

The Trustee will make the Distribution in the manner you request so far as it is practicable; but if you fail to make an election as to the form of distribution (cash or, to the extent available, in-kind) within a reasonable time and as otherwise required under the Plan's procedures, the payment will be made in cash.

Distributions (excluding complete Distributions in excess of \$35,000) can be initiated and elected online by logging on to www.netbenefits.com/marathonpetroleum, the Fidelity NetBenefitsSM website, or by calling Fidelity at 1-866-602-0595. Proceeds may be transferred electronically to a bank or other financial account for Distributions initiated online. Contact Fidelity for instructions for the withdrawal of amounts in excess of \$35,000. Also contact Fidelity for details as to whether an in-kind distribution of all or a portion of a Distribution is available.

Distributions for Employees Called to Military Service

If you are called to military service for more than 30 days, you may request a Distribution of your entire account from the Plan on or after the 31st day of the military leave of absence. Taking this Distribution suspends your contributions and resulting Participating Employer Matching Contributions for six months, and you cannot make up these contributions after your military leave of absence ends. If you are called to military service for 180 days or longer, no 10 percent tax penalty applies to your Distribution.

Other Events That Trigger a Distribution

Minimum Required Distributions

When you reach age 72 (if you were born on or after July 1, 1949) or age 70½ (if you were born before July 1, 1949) and your employment has ended, IRS rules require a "Minimum Required Distribution." Under the Minimum Required Distribution, the Plan begins payments to you starting no later than April 1 of the year after you reach age 72 or age 70½, as applicable. IRS actuarial tables determine your Minimum Required Distribution amount. Any payments of your Plan account that you receive throughout the year apply toward the required amount.

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Death

If you die before you must receive Minimum Required Distributions, your Beneficiary(ies) will be paid as follows:

- If your Spouse is your Beneficiary, he or she may take a distribution in any Distribution form the Plan offers, or he or she can leave the account balance in the Plan. Rules on minimum account balances and Minimum Required Distributions still apply.
- If someone other than your Spouse is your Beneficiary (or your Spouse is a co-Designated Beneficiary), the Beneficiary must take Distribution of his or her entire Plan account balance no later than the fifth anniversary of your death. The Beneficiary may take a distribution in the form of lump sum or partial type Distribution. Rules on minimum account balances and Minimum Required Distributions still apply.

If you die on or after the date you began receiving Minimum Required Distributions, payments may continue to your Beneficiary(ies), subject to the Minimum Required Distributions rules.

Qualified Domestic Relations Orders (“QDROs”)

The Plan Administrator complies with all distributions required by a QDRO as defined under ERISA. The Plan Administrator may charge expenses related to all QDROs. 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.)

An alternate payee may take an immediate distribution of the amount awarded to him or her under a QDRO. If a distribution of an alternate payee’s (for example, your former spouse) QDRO award account balance has not been made earlier, and except as otherwise provided in the QDRO, the alternate payee will receive an automatic distribution of his or her account balance no later than 180 days after the account has been established. An alternate payee with a Plan account balance of \$5,000 or less may maintain the account until no later than 60 days after acquiring that status under the Plan or as soon as administratively feasible thereafter when a distribution may be processed. An alternate payee may take a one-time partial distribution of his or her account balance within 90 days of the date the applicable QDRO is determined to be qualified.

Tax Considerations*

Applicable Tax Rules

The Plan is a profit sharing plan with a cash or deferred arrangement. It is intended to qualify under Code Section 401(a). The Plan’s related Trust is exempt from income tax under Code Section 501(a). When Participating Employers contribute to the Plan, they receive current federal income tax deductions for their contributions.

Provided here is a brief 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.

Note: Depending on where you live, you also may owe state and local taxes when you take a distribution from your vested Plan account.

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IMPORTANT: Consult a qualified tax adviser for current information about how the Plan affects you, including the effects of Distributions (in cash or shares), Withdrawals, loans, or any other payments you receive from the Plan.

General Tax Treatment

Your Pre-Tax Contributions and any Matching Contributions made to your account or on any earnings or not taxable when made. They are taxable when they are distributed to you.

If you convert all or a portion of your Plan account in a Roth In-Plan Conversion, that amount converted is taxable in the year of the conversion. Once converted, those amounts and any future earnings on them will not be taxable when they are distributed to you.

After-Tax Contributions, and Roth-type Contributions are taxable when made, but are not taxable when distributed to you. Earnings on After-Tax Contributions are taxable when distributed to you. Earnings on Roth-type Contributions are not taxable when distributed to you.

Mandatory Tax Withholding

When you take a Withdrawal or Distribution, 20% of the taxable portion of the amount will be withheld for federal income taxes unless you elect to roll over the amount over directly to an IRA or to another employer's tax-qualified retirement plan. A direct rollover may allow you to avoid the 10% additional tax on early distributions and to postpone taxation of the distribution. Even if you do not elect to have the amount directly rolled over, you may still, within 60 days of receipt of same, roll over all or any portion of the taxable distribution into an IRA or another qualified retirement plan. Note that rollovers of Roth-type amounts may only be made in a direct rollover to another designated Roth-type account in an IRA or another qualified retirement plan.

A Hardship Withdrawal is not an eligible rollover distribution and is not subject to the 20% withholding. You may elect additional tax withholding of your Hardship Withdrawal and may want to do so because Hardships Withdrawals are generally taxable distributions.

IMPORTANT: Before you request a Withdrawal or Distribution from the Plan, you should review the Special Federal Tax Notice Regarding Plan Payments in your distribution package. Copies of that notice also are available from Fidelity on NetBenefitsSM at www.netbenefits.com/marathonpetroleum or by calling Fidelity, at 1-866-602-0595.

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If You Receive a Plan Payment in Shares of Marathon Petroleum Corporation Stock

If your Plan account contains a balance in the Marathon Petroleum Corporation Stock Fund investment option that has appreciated significantly, it may be advantageous under current tax laws to have this portion of your account distributed directly to you in the form of shares of Marathon Petroleum Corporation common stock rather than having it rolled over to an IRA. In this situation, you would pay taxes at the time of distribution at ordinary income tax rates, based only on the value of the shares at their original “cost basis” and not on their current value. You could then continue to defer any taxes on the share price gains (the “net unrealized appreciation”) until you actually sell the stock, at which time you will likely pay taxes on the appreciated value at the long-term capital gains tax rate, rather than at ordinary income tax rates. By contrast, if you roll your appreciated shares of Marathon Petroleum Corporation common stock into an IRA, you could defer taxes initially, but you would later pay taxes at ordinary income rates on the full appreciated value of the stock at the time you withdraw it. This tax advantage may or may not be available to you, depending on your income level and whether you have a balance in the Marathon Petroleum Corporation Stock Fund that has appreciated significantly. The IRS rules involved are complicated, and the Company cannot provide you with specific tax advice. You should consult with a tax advisor before deciding how you want your account balance distributed to determine how these rules affect you.

Taxation of Loans

You do not pay federal income tax on a Plan loan. However, if you do not repay the loan, it is considered a Distribution and will be taxed.

10% Tax on Early Distributions

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

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

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Restrictions on Exercise and Resale of Shares in the Marathon Petroleum Corporation Stock Fund*

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

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

Designation of Beneficiaries

You may designate a “Beneficiary” who will receive all or a portion of your vested Plan account in the event of your death, and you may change your designation at any time. You may designate more than one Beneficiary. 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 forms approved by the Plan Administrator and in the presence of and witnessed by a Notary Public or an authorized Plan representative.

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 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.

In the event of your death, your vested Plan account will be distributed to your Beneficiary(ies) as described above. Benefits will be distributed in equal percentages in cases where Beneficiary designations list multiple Beneficiaries without designated percentages.

If you die without a valid Beneficiary designation, your vested Plan account will be paid to the person or persons comprising the first surviving class of these classes of relatives:

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

Thrift Plan Summary Plan Description



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

Loans*

The Plan has a participant loan feature and the Plan Administrator has established a loan policy which is attached as Appendix D to this SPD. It sets forth the rules under which you may take a loan on a portion of your Plan account. You should carefully review the loan procedures prior to taking a loan from your Plan account.

Benefit Claims

There is no need to file a claim to begin payment of your vested Plan account. Refer to the “Distributions” section above for information on when and you may take a Distribution of all or a part of your vested Plan account. If you or your Beneficiary (each a “Claimant”) believe that you or the Beneficiary is entitled to a benefit or a greater Plan benefit, the Claimant may file a written claim with the Plan. An authorized representative may also file a claim on a Claimant’s behalf. All claims for Plan benefits must be made in writing and sent to the Plan Administrator at the address specified in this SPD in the Other Plan Information section below.

If the Plan Administrator determines that a benefit or an additional benefit is owed under the Plan, payment will be made (or started, as applicable) as soon as administratively practicable after that determination. Those payments, however, will not begin before any limitation provided under the Plan.

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

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

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

Thrift Plan Summary Plan Description



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

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

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

1. The specific reason or reasons for the denial;
2. Specific reference to the Plan provisions on which the denial is based;
3. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits; and
4. A description of any voluntary appeal procedures offered by the Plan and the Claimant's right to obtain information about such procedures and a statement of the right to bring an action under ERISA Section 502(a).

Finality of Decision and Legal Action

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

Administration of the Plan*

Plan Administrator

The Plan Administrator is identified in the "Other Plan Information" section.

The Plan Administrator is responsible for:

- 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 appeals of benefit denials. Refer to the "Claims Procedures" section for more information about benefit denials.
- All other Plan administration purposes.

Thrift Plan Summary Plan Description



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 the Company, 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.

The Savings Plans Investment Committee or its delegates (which may include other committees or individuals) chooses the Plan’s investment options and, where applicable, investment managers, and Trustee, and is responsible for certain other related functions. Committee members are not paid for their service.

Amendment or Termination of the Plan*

The Company, as the Plan Sponsor, currently intends to continue the Plan, but may amend (change) or terminate (end) at any time and for any reason. If the Plan is changed, ends, or a Participating Employer stops participating or providing benefits, you may not be eligible to receive the benefits described in this SPD. In addition, you may lose future benefits. However, no Plan amendment or termination will affect your right to any benefit to which you are already entitled. This does not mean that you have a lifetime right to any particular Plan benefit now or in the future, to eligibility for Plan coverage, or to Plan continuation just because the Plan was in effect while you were employed or when you received Plan benefits.

Subject to any Code limitation, the Company may at any time stop making the Company Match, if any, by your Participating Employer. Distribution of your Plan account is made according to Plan provisions and applicable law.

Merger; Consolidation

If the Plan merges or consolidates with another plan, your benefit is protected. Your new Plan benefit will not be less than the benefit you could have received immediately before the Plan change.

Participating Employer Ceases to Participate in the Plan

If your Participating Employer ceases to participate in the Plan, your Plan account balance will remain in and be governed by the Plan, unless the Company otherwise provided for by a change to the Plan, and no further contributions will be made to your Plan account.

Thrift Plan Summary Plan Description



General Plan Information

Benefits Are Not Assignable*

Plan assets are for the exclusive benefit of you and your beneficiaries and for the payment of reasonable administrative expenses of the Plan and Trust. Except as required by law or by a Qualified Domestic Relations Order (“QDRO”), as described below, your benefits under the Plan may not be claimed by any person to whom you owe a debt, and your beneficiary cannot transfer any rights to these benefits to any person. This means that you may not sell, assign, pledge, or otherwise transfer your Plan benefit before you receive it, nor is your Plan benefit subject to most attachments, garnishments, executions, or encumbrances before it is distributed to you.

If you are involved in a divorce, legal separation, custody, or support case, a state court may issue a domestic relations order (“DRO”) transferring all or part of your Plan benefit to an “alternate payee.” The alternate payee may be your Spouse, former Spouse, child, or another dependent. If you receive a DRO, you or your attorney should notify Fidelity and ask for a free copy of the Plan’s QDRO procedures. The Plan will review the DRO to determine if it is “qualified” (that is, it meets Code and ERISA requirements); if the DRO is qualified, the Plan will pay benefits in compliance with the order.

These rules mean that, except as described above (as required by law or in relation to a QDRO), no person has or may create a lien on any of your Plan account.

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(ies) 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 current mailing addresses, Fidelity, the Plan Administrator, the Trustee, the Company, 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.

Refer to the Contact Information section above about how to contact Fidelity in order to provide any updates to your contact information.

Plan Administration Errors; Correction of Same

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 benefit, you must repay the overpayment if requested to do so by the Plan Administrator. The Company and Plan Administrator reserve the right to correct any mistake in any reasonable manner, including but not limited to, adjusting the amount of future benefit payments, repaying to the Plan any overpayment, or making corrective payments to a participant or beneficiary for an underpayment.

Military Leave of Absence

When you return to active employment from a military leave of absence, you may make up the contributions that you could have made during your leave. You must make up the contributions during a time period of three times your length of military service, up to five years. Refer to the “Loans” section for information on outstanding loan balances.

Thrift Plan Summary Plan Description



Venue for Legal Actions

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

Your Rights Under ERISA*

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

Receive Information About Your Plans and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all plan documents governing the Plan, 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 documents governing the operation of the plan, including insurance contracts and collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and 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), as defined in this summary plan description, and if so, what your benefits would be at your normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you must work to earn a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve 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 employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA

Enforce Your Rights

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

Thrift Plan Summary Plan Description



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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your 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.

Thrift Plan Summary Plan Description



Other Plan Information*

Plan Name*	Marathon Petroleum Thrift Plan
Plan Number*	010
Plan Sponsor and Employer Identification Number (EIN)*	Marathon Petroleum Company LP EIN: 31-1537655
Plan Administrator* (and agent for service of legal process)	Jonathan M. Osborne 539 South Main Street Findlay, OH 45840 Phone: (419) 422-2121 (Service of legal process may also be made on the Trustee)
Type of Plan*	The Plan is a defined contribution plan with 401(k) and profit sharing features
Plan Year	January 1 – December 31
Trustee*	Fidelity Management Trust Company 82 Devonshire Street Boston, MA 02109 Phone: (617) 570-7000
Recordkeeper*	Fidelity Institutional Retirement Services Company 82 Devonshire Street Boston, MA 02109 Phone: (866) 602-0595 or, for hearing impaired individuals, (800) 655-0962 (TDD). www.netbenefits.com/marathonpetroleum
Plan Funding	The Plan is funded solely through a trust fund (the "Trust"). The Trust exists for the exclusive benefit of the Plan's participants and their beneficiaries.
Collectively Bargained Plan	With respect to certain eligible employees, the Plan is maintained pursuant to one or more collective bargaining agreements. A copy of the collective bargaining agreement may be obtained by participants and beneficiaries whose rights are governed by such collective bargaining agreement upon written request to the Plan Administrator and also is available for examination by participants and beneficiaries as specified under Department of Labor Regulations Section 2520.104b-30.
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: Thrift Marathon Petroleum Company LP 539 South Main Street Findlay, OH 45840

Thrift Plan Summary Plan Description



Definitions

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

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

If you terminate employment with the MPC Controlled Group, Gross Pay includes regular compensation for services actually performed during regular working hours (including, but not limited to, overtime, commissions, geographic pay differentials, comp time, location premiums and bonus compensation) that is paid after employment termination solely because the applicable pay date occurs after your employment is terminated, but it does not include, in any circumstance, (a) amounts paid after the later of the end of the Plan Year that includes your employment termination date or 2½ months after your employment termination date, (b) remuneration for accrued vacation or other leave paid after your employment termination date; (c) salary continuation paid after your employment termination date; or (d) severance pay paid after your employment termination date.

Differential Pay means any payment made by a Participating Employer to you with respect to any period during which you are performing service in the uniformed services (as defined in the Uniformed Services Employment and Reemployment Rights Act) while on active duty for a period of more than 30 days, the amount of which represents the difference, if any, between the wages you would have received from the Participating Employer if you were performing service for the Participating Employer and the military pay you receive while on active duty performing service in the uniformed services.

For purposes of the Plan, the amount of your Gross Pay includes any amount of Pre-Tax Contributions, contributions made to the Marathon Petroleum 125 Plan and contributions to the Health Care Flexible Spending Account. However, the maximum annual compensation recognized by the Plan for you may not exceed the amount set forth under Internal Revenue Service rules, as adjusted from time to time in accordance with the Code.

Thrift Plan Summary Plan Description



“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations issued thereunder.

“MPC Controlled Group” means Marathon Petroleum Corporation and each of its subsidiaries and affiliates that are required to be aggregated under Code Sections 414(b) or Section 414(c).

“Retired Participant” means a participant who has a Termination of Employment either (a) on or after age 50 with at least ten years of vesting service or (b) on after age 65. Other former participants who terminated employment with the MPC Controlled Group prior to 2016, or who retired under the Marathon Oil Thrift Plan (and whose plan balance was later transferred to this Plan) may also qualify as Retired Participants.

“Spouse” means your “spouse” as recognized under applicable state law.

“Termination of Employment” means your termination of employment with all members of the MPC Controlled Group (and the date of date of that event).



Appendix A

Participating Employers

The Participating Employers are:

- Marathon Petroleum Company LP;
- Marathon Petroleum Corporation;
- Marathon Petroleum Service Company;
- Marathon Pipe Line LLC
- Marathon Petroleum Logistics Services LLC;
- MW Logistics Services LLC;
- Marathon Refining Logistics Services LLC;
- Treasure Card Company LLC;
- Speedway LLC; and
- Speedway Prepaid Card LLC.



Appendix B

Plan Investment Options (as of June 26, 2020)

Tier 1 — Active Investment Options: Core Funds

Fund Name	Ticker
Baird MidCap Fund Institutional Class	BMDIX
DFA Emerging Markets Value Portfolio – Institutional Class	DFEVX
Fidelity 500 Index Fund – Institutional Class	FXAIX
Fidelity® Contrafund® Commingled Pool	Not applicable
Fidelity® Extended Market Index Fund – Advantage Class	FSMAX
Fidelity® Growth Company Commingled Pool	Not applicable
Fidelity® International Discovery Commingled Pool	Not Applicable
Fidelity® International Index Fund – Institutional Class	FSPSX
Fidelity® Low-Priced Stock Commingled Pool	Not applicable
Vanguard Small-Cap Value Index Fund – Institutional Shares	VSCIX
Vanguard Value Index Fund – Institutional Shares	VIVIX
Wells Fargo Special Mid Cap Value Fund – Class R6	WFPRX
Dodge & Cox Income Fund	DODIX
Fidelity® Government Income Fund	FGOVX
Marathon Stable Value Fund	Not applicable
Vanguard Total Bond Market Index Fund – Institutional Plus Shares	VBMPX
Fidelity® Investments Money Market Government Portfolio – Institutional Class	FRGXX

Thrift Plan Summary Plan Description



Tier 2 — Active Investment Options: FIAM Lifecycle Commingled Pools

Fund Name
FIAM Blend Target Date Income Commingled Pool – Class T
FIAM Blend Target Date 2005 Commingled Pool – Class T
FIAM Blend Target Date 2010 Commingled Pool – Class T
FIAM Blend Target Date 2015 Commingled Pool – Class T
FIAM Blend Target Date 2020 Commingled Pool – Class T
FIAM Blend Target Date 2025 Commingled Pool – Class T
FIAM Blend Target Date 2030 Commingled Pool – Class T
FIAM Blend Target Date 2035 Commingled Pool – Class T
FIAM Blend Target Date 2040 Commingled Pool – Class T
FIAM Blend Target Date 2045 Commingled Pool – Class T
FIAM Blend Target Date 2050 Commingled Pool – Class T
FIAM Blend Target Date 2055 Commingled Pool – Class T
FIAM Blend Target Date 2060 Commingled Pool – Class T
FIAM Blend Target Date 2065 Commingled Pool – Class T

Tier 3 — Fidelity BrokerageLink

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

Thrift Plan Summary Plan Description



Tier 4 — Active and Frozen Investment Options:

Active Investment Option

Fund Name	Symbol (for shares of Marathon Petroleum Corporation common stock)
Marathon Petroleum Corporation Stock Fund	MPC

Frozen Investment Option

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

Prospectus Supplement Information on Past Returns for Investment Options

The financial data showing the returns for each of the applicable investment options offered under Tiers 1, 2 and 4 funds for each of the past three Plan Years (which are also Marathon Petroleum Corporation's fiscal years), or such lesser period for which the data with respect to each investment option is applicable (for example, for a recently added investment option) are provided as part of the Prospectus relating to the Marathon Petroleum Corporation Stock Fund at "Attachment 1 — Prospectus Supplement" to same, as updated from time to time.



Appendix C

Service With Acquired Companies

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

Acquired Companies Prior to July 1, 2011

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



Acquired Companies On or After July 1, 2011

- | | |
|---|---|
| <ul style="list-style-type: none">• Andeavor — An Andeavor-Acquired Employee whose approved transfer date to a Participating Employer occurred on or before December 31, 2018, their actual Andeavor accredited service as of 11:59 PM on December 31, 2018, will be recognized as Vesting Service with fractional years rounded up to the next whole year. For new hires and rehires with previous service with Andeavor, see Appendix C of the Plan document. | <ul style="list-style-type: none">• BOE South****• BP Products North America, Inc.• Enbridge Pipelines (Ozark) L.L.C.• Felda Iffco, LLC****• Flint Hills Resources****• Hess Corporation and Hess Retail Operations LLC• MarkWest Hydrocarbon, Inc.• NOCO****• Pin Oak Terminals, LLC****• Shell Pipeline Company LP****• WilcoHess LLC |
|---|---|

** 75% of the vesting service recognized by Aurora Gasoline Company is recognized by the Plan for the time period prior to January 1, 1975. 100% of such service is recognized thereafter.

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

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



Appendix D

Loan Rules*

The Trustee of the Plan is authorized to make loans to eligible participants and to accept pledges of portions of their Plan accounts as security for such loans. Loans are subject to the following terms and conditions (“Loan Rules”).

A. Eligibility

Subject to sections F and G below, an eligible participant is eligible to take a loan.

A participant is eligible to use the Plan’s loan feature if the participant is: (1) employed by the Company or a Participating Employer; or (2) employed by another member of the MPC Controlled Group. In addition, a participant who is no longer employed by any member of the MPC Controlled Group and who is a “party in interest” as defined in ERISA is eligible to use the Plan’s loan feature.

The term “party in interest” is a technical term which, in general, includes an individual who is a Plan fiduciary, or who is an officer, director, or 10% owner of Marathon Petroleum Company.

B. Type of Loan

A participant may make an application for a new loan on any date which is at least 30 days from the date of the last loan.

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

A participant can initiate a new loan if the participant has no more than one loan outstanding.

C. Term of Loan

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

D. Rate of Interest

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

The interest rates on loans for participants on Military Leave and on active duty are as follows:

- The loan interest rate cannot exceed 6% for the duration of the Military Leave for loans that were outstanding prior to commencement of the Military Leave. This 6% cap will become effective on the first date of active duty.

Thrift Plan Summary Plan Description



- The loan interest rate charged on any loan taken by a participant while on Military Leave will be the lesser of the rate in effect at the time the loan is taken or 6%, and will be effective for the duration of the leave. The application of payments following the participant's return to work will be based on the rate at the time the loan was taken.

E. Source of Loan Funds

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

F. Minimum Loan Amount

The minimum loan amount is \$500.

G. Maximum Loan Amount

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

1. \$50,000, reduced (but not below zero) by:
 - a. the participant's highest outstanding balance of all Plan loans during the period beginning 12 months prior to the first day of the month in which a loan is to be made, minus
 - b. the participant's outstanding balance of all Plan loans on the date a loan is to be made; or
2. 50% of the total dollar value of the participant's vested Plan account balance at the time the loan is made.

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

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

Note: *Payments on the loan will be paid back to the participant's Plan account and invested according to the participant's current investment elections.*

H. Required Loan Payments

As noted below, loan payments must be made by payroll deduction, check or in limited circumstances, electronic loan repayment via a personal bank account. For a participant who is employed by the Company, a Participating Employer, loan payments must be made by payroll deduction, but can be supplemented by checks made payable to the Trustee. All other participants may make payments by check or may authorize automatic electronic loan repayments from their bank accounts.

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

Thrift Plan Summary Plan Description



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

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

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

As set forth in the loan Promissory Note signed by the participant, there are circumstances under which the Plan Trustee has the right to declare the loan immediately due and payable in full. Section J below lists of these circumstances.

I. Security Requirement

Each loan must be:

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

J. Pledge Provision

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

1. On or after the 60th day following the borrower's death;
2. On account of the borrower's failure to submit required payments on a loan;
3. On the occurrence of any act or condition which in the opinion of the Plan Administrator jeopardizes the security of the loan.

The maturity of the participant's Promissory Note is subject to acceleration under any of the three events listed above.

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

Thrift Plan Summary Plan Description



K. Loan Defaults

Following the due date of a loan payment, a delinquency notice which includes a “Final Payment Date” will be mailed to a participant who is delinquent on such payment. The Final Payment Date will be thirty calendar days from the date of the delinquency notice. If payment is not received by the Final Payment Date, the loan may be placed in default by the Plan Administrator.

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

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

L. Tax Consequences of Loans

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

M. Loan Application Procedure

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

N. Status of Loan Account

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

O. Controlling Law

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

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

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

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

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

Thrift Plan Summary Plan Description



Q. Modification and Termination

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

Taking a Loan

An eligible participant can receive a loan by reducing the balance of their account by selling investments equal to the amount of the loan. To take a loan, the participant must:

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

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

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



Appendix E

Provisions Specific to Markwest Employees*

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

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

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

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

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

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



Appendix F

Provisions Specific to Andeavor Employees*

The following provisions apply to any participant who (i) maintained an account balance under the Andeavor 401(k) Plan, and (ii) had an amount (vested or nonvested) transferred from such account to this Plan when the Andeavor 401(k) Plan merged into this Plan on April 30, 2019 the 2019 Plan Merger Date (such date is the “Andeavor Employee”).

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

1. In general, an Andeavor Employee’s nonvested amounts attributable to the Andeavor 401(k) Plan held under this Plan shall continue to be subject to the following vesting schedule, which is the same vesting schedule that applied under the Andeavor 401(k) Plan immediately prior to the 2019 Plan Merger Date.

Company Matching Contributions, Discretionary True-Up Matching Contributions, and Profit Sharing Contributions, if any, held in the Andeavor Employee’s applicable account shall vest according to the following schedule:

<u>Completed Years of Service</u>	<u>Percentage Vested</u>
Less than 1 year	0%
1 year or more	100%

An Andeavor Employee whose employment is involuntarily terminated as a result of a layoff and as determined by the Company shall be 100% vested in his account. Other vesting schedules that apply to specific time periods and defined accounts and subaccounts with eligible affiliated Andeavor employers can be found in Appendix G of the Plan document.

2. Subject to the terms and conditions in Appendix G of the Plan document, an Andeavor Employee shall 100% vest in his or her unvested accounts attributable to the Andeavor 401(k) Plan in the event of Disability while still employed by a member of the MPC Controlled Group. This provision shall also apply to an Andeavor Employee who becomes disabled while performing Qualified Military Service, as if such individual had resumed employment on the day immediately preceding his or her disability.
3. Subject to the other provisions of this Appendix G, an Andeavor Employee’s nonvested amounts held under the Plan as of the 2019 Plan Merger Date, if any, shall be subject to the forfeiture and reinstatement rules under this Plan, which are the same as, or more favorable to participants than that of, the Andeavor 401(k) Plan.
4. To the extent not otherwise provided for under the Plan’s withdrawal rules for like contribution types, and subject to such procedures as the Plan Administrator may from time to time adopt, an Andeavor Employee may make the following withdrawals from that portion of his or her Plan account consisting of the following contribution types as defined under the Andeavor 401(k) Plan as then in effect on the 2019 Plan Merger Date:

Thrift Plan Summary Plan Description



- a. Employee Contributions. An Andeavor Employee may withdraw all or any part of the value of his or her Employee Contribution Account and, upon exhaustion of all amounts in such Participant's Employee Contribution Account, any part of the value of his Qualified Roth Transfer Account that is attributable to Employee Contributions at any time by submitting a request in such manner as prescribed by the Plan Administrator.
 - b. Rollover Contributions. An Andeavor Employee may withdraw all or any part of the value of his or her Rollover Contribution Account and, upon exhaustion of all amounts in such individual's Rollover Contribution Account, any part of the value of his or her Qualified Roth Transfer Account that is attributable to Rollover Contributions at any time by submitting a request in such manner as prescribed by the Plan Administrator.
 - c. Pre-2000 Company Matching Contributions. An Andeavor Employee may withdraw up to 100% of the value of his or her Company Matching Contribution Account that is attributable to Company Matching Contributions made to the Andeavor 401(k) Plan for periods ending prior to January 1, 2000 and, upon exhaustion of all such amounts, any part of the value of his or her Qualified Roth Transfer Account that is attributable to such pre- 2000 Company Matching Contributions at any time by submitting a request in such manner as prescribed by the Plan Administrator.
 - d. Nonelective Contributions. An Andeavor Employee may withdraw all or any part of the value of his or her vested Nonelective Contribution Account, if any, and, upon exhaustion of all amounts in such individual's Nonelective Contribution Account, any part of the value of his or her Qualified Roth Transfer Account that is attributable to Nonelective Contributions at any time by submitting a request in such manner as prescribed by the Plan Administrator.
 - e. ESOP Transfer Account. An Andeavor Employee who has withdrawn the balance of his or her Employee Contribution Account and Rollover Contribution Account may withdraw all or any part of the value of his or her ESOP Transfer Account at any time by submitting a request in such manner as prescribed by the Plan Administrator. The number of withdrawals made by an Andeavor Employee from his or her ESOP Transfer Account shall not exceed one withdrawal in a 12 month period.
5. The accounts specified in paragraphs 1, 2 and 4 above shall have the same meanings and shall include the same amounts as defined under the Andeavor 401(k) Plan as then in effect on the 2019 Plan Merger Date, as adjusted for earnings and losses after such date.
 6. "Years of Service" for purposes of an Andeavor Employee's vesting in his or her accounts under paragraph 1 above shall be determined as defined under the Andeavor 401(k) Plan as then in effect on the 2019 Plan Merger Date. Additionally, for purposes of determining the vesting service of Andeavor Employees under this Plan, each Andeavor Employee shall be credited with no less than the same vesting service (and vested interest) such Andeavor Employee was credited with under the Andeavor 401(k) Plan immediately prior to the 2019 Plan Merger Date as provided in Appendix C of the Plan document.
 7. Through June 30, 2019, the form of distribution rules under the Andeavor 401(k) Plan that were in effect on the 2019 Plan Merger Date shall continue to apply to an Andeavor Employee's vested amounts under the Andeavor 401(k) Plan as determined on the 2019 Plan Merger Date, and with such amounts adjusted for earnings and losses; beginning July 1, 2019, the Plan's form of distribution rules shall apply to such individuals and such amounts.



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

PROSPECTUS

Marathon Petroleum Thrift Plan

This Prospectus relates to the Registration Statements on Form S-8 filed with the United States Securities and Exchange Commission (“Commission”) on June 30, 2011 and August 5, 2016, registering 15,000,000 and 50,000,000 shares, respectively, of common stock, par value \$0.01 per share (the “Common Stock”), of Marathon Petroleum Corporation (“MPC,” “we,” “us” or the “Corporation”), that may be issuable from time to time under the Marathon Petroleum Thrift Plan, as amended from time to time (the “Plan”).

This Prospectus may be used only in connection with offers and sales of our Common Stock under the Plan, and may not be used for reoffers or resales of our Common Stock. Persons who are not officers or directors of the Corporation, or otherwise deemed affiliates of the Corporation, however, may publicly resell shares of Common Stock acquired under the Plan. Persons who are officers or members of the Board of Directors of the Corporation (the “Board”), or who are otherwise affiliates of the Corporation, may publicly resell shares acquired under the Plan only by compliance with Rule 144 of the Securities Act of 1933, as amended (the “Securities Act”), or through a separate specific registration statement filed under the Securities Act. Plan participants may be subject to restrictions on dealing in Common Stock through the Plan’s Marathon Petroleum Corporation Stock Fund investment option. You should review the insider trading section of Marathon Petroleum Corporation’s Company Policies, at the policy titled “Trading of Securities” available on the Marathon Petroleum Corporation intranet website at mpccconnect.com. The possible application of Section 16(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), should also be considered by affiliates and other Plan participants.

The date of this Prospectus is June 26, 2020.

In connection with any offer contained in this Prospectus, no person has been authorized to give any information or to make any representations, other than the information and representations contained or incorporated by reference in this Prospectus, and if given or made such other information or representations must not be relied upon as having been authorized by the Corporation. This Prospectus does not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities by anyone, in any jurisdiction in which such offer, solicitation or sale would be unlawful. Neither delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Corporation since the date hereof.

NEITHER THE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.



Thrift Plan Summary Plan Description

This Prospectus is provided by Marathon Petroleum Corporation and is not provided by the Plan administrator or any Plan fiduciary. This Prospectus is separate from, and does not constitute part of, the Plan's Summary Plan Description ("SPD").

This Prospectus contains a summary of the principal provisions of the Plan and other information for participants. The Plan text, as modified by law, is the final authority and will govern.

This document relates to benefits offered to participants under the Plan, including the shares of Common Stock noted above and an indeterminate amount of participants' interests to be offered or sold pursuant to the Plan.

Our common stock is traded on the New York Stock Exchange under the symbol "MPC."

How This Prospectus is Organized

In order to satisfy the legal requirements for registration statements under the Securities Act, we are required to provide certain information to you as part of the Prospectus. This information includes: (i) information regarding the Corporation; (ii) a summary description of how the Plan operates and the tax effects of your participation in the Plan; and (iii) information about the historical performance of the investment alternatives available under the Plan. We have elected to provide this information to you, in part, by incorporating information from other documents into this Prospectus.

In accordance with the Commission's rules, we will provide you with certain of the documents that are incorporated by reference on a regular basis. A copy of these, plus (1) a copy of the Corporation's annual report to stockholders for the latest fiscal year, (2) a copy of the latest annual report of the Plan filed with the Commission, (3) copies of all reports, proxy statements and other communications distributed to the Corporation's stockholders, and (4) all other documents that are incorporated by reference in this Prospectus (excluding exhibits to such documents unless such exhibits are specifically incorporated by reference into such documents), are available without charge and upon oral or written request made to: Marathon Petroleum Corporation 539 South Main Street, Findlay, Ohio 45840-3229, Attention: Corporate Secretary, telephone: 419-422-2121.

Information About the Corporation

An important part of your participation in the Plan is understanding the Corporation, its products, operations and financial condition. Like any stockholder of the Corporation, you can keep yourself informed about the Corporation by reviewing reports and other documents that the Corporation prepares for stockholders and the general public. If you become a stockholder of the Corporation, you will be entitled to attend its stockholder meetings and to vote on the election of directors and other matters brought before the stockholders. You will receive copies of all reports, proxy statements and other communications distributed to the Corporation's stockholders in general. Such materials will be delivered to participants not later than the time at which they are sent to the Corporation's stockholders.

You should have already received a copy of MPC's most recent annual report to stockholders either as a stockholder of the Corporation or via access on the Corporation's internal website. Whether or not you have already received the annual report to stockholders, you may always request a copy from the Corporation by contacting: Marathon Petroleum Corporation, 539 South Main Street, Findlay, Ohio 45840-3229, Attention: Corporate Secretary, telephone: 419-422-2121. In addition, you may access the annual report to stockholders on the Corporation's web site at <https://www.marathonpetroleum.com/Investors/>.

Thrift Plan Summary Plan Description



The U.S. federal securities laws require the Corporation to provide information about its business and financial status in annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, which are filed with the Commission. The Corporation also prepares and files with the Commission a proxy statement in connection with its annual meeting of stockholders, which provides further information about the Corporation and its officers, directors and certain beneficial owners. The Corporation makes available on its website <https://www.marathonpetroleum.com/Investors/>, free of charge, copies of the Corporation's annual, quarterly, and current reports and amendments thereto as soon as reasonably practicable after filing or submitting such material electronically or otherwise filing it with the Commission.

Recent Filings with the Commission Incorporated by Reference

The Commission allows us to “incorporate by reference” the information we file with it, which means that we can disclose important information to you by referring you to those documents. We incorporate by reference the following documents into the Prospectus, as of the date of their filing:

- Our annual report on Form 10-K for the year ended December 31, 2019, filed on February 28, 2020;
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, filed on May 8, 2020;
- The Plan's Annual Report on Form 11-K for the Plan year ended December 31, 2019, filed on June 26, 2020;
- Our Current Report on Form 8-K filed March 18, 2020, April 22, 2020, April 27, 2020 (two reports) and May 5, 2020;
- The descriptions of the Common Stock set forth in our registration statements filed pursuant to Section 12 of the Exchange Act, and any amendment or report filed for the purpose of updating those descriptions, including the description contained in our Registration Statement on Form 10 filed with the SEC on January 25, 2011, as amended by the description of our common stock contained in Exhibit 4.50 to our Annual Report on Form 10-K for the year ended December 31, 2019 and as amended by any subsequent amendment or any report filed for the purpose of updating such description; and
- All other reports subsequently filed by the Corporation pursuant to section 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment to the registration statement relating to this Prospectus that indicates that all securities offered have been sold or that deregisters all securities that remain unsold.

Note that the Corporation's fiscal year runs from January 1 to December 31.

The information incorporated by reference is an important part of this Prospectus, and information we file later with the Commission will automatically update and supersede this information where applicable. Current Reports on Form 8-K (or portions thereof) that are not filed but are furnished by the Corporation under the Commission's rules, including information furnished pursuant to Item 2.02 and Item 7.01 of Form 8-K, are not incorporated into this Prospectus. Any statement contained herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any subsequently filed document that is incorporated by reference herein modifies or supersedes such statement.

Thrift Plan Summary Plan Description



S-8 Registration Statements. The Corporation has filed Registration Statements on Form S-8 with the Commission on June 30, 2011 and August 5, 2016 under the Securities Act covering the shares of our Common Stock covered by this Prospectus (the “Registration Statements”). This Prospectus does not contain all of the information set forth in the Registration Statements and the exhibits and schedules thereto. For further information about us and the securities offered by this Prospectus, please refer to the Registration Statements and the exhibits thereto.

Copies of SEC Filings Available. As noted above, the Corporation is subject to the informational requirements of the Exchange Act, and in accordance therewith files reports, proxy statements and other information with the Commission. Also, the Corporation has filed the Registration Statements noted above. The Registration Statements, and electronic reports, proxy statements and other information that we file through the Commission’s Electronic Data Gathering, Analysis and Retrieval system (“EDGAR”) are publicly available through the Commission’s Web site (<http://www.sec.gov>).

Additional updating information with respect to the Corporation’s Common Stock may be provided in the future to Plan participants by means of appendices to this Prospectus or delivery of other documents.

Information About Material Terms of the Plan and the Tax Consequences of Participation

The Commission’s rules require that we provide a summary description of the material terms of the Plan, including a summary of the tax consequences of participation in the Plan and any restrictions on resale of the shares of the Corporation’s Common Stock acquired under the Plan. All of this information is in the Summary Plan Description of the Plan, as the same may be updated from time to time by the Plan Administrator (“SPD”). The SPD, updated from time to time, is incorporated by reference into, and thus is considered a part of, this Prospectus. **The Prospectus, however, does not form a part of, and is not incorporated into, the SPD. Please be sure to read the full SPD for details regarding the operation of the Plan.**

The SPD can be found on the MyMPCBenefits website at this online link: <http://www.mympcbenefits.com/Documents/MPC-Thrift-SPD.pdf>. You can print a PDF copy from this online link.

The SPD can also be found by a participant or beneficiary who has registered with the Plan’s recordkeeper, Fidelity Institutional Retirement Services Company, at this online account access link maintained for the Plan: www.netbenefits.com/marathonpetroleum.

You may also request free of charge a printed copy of the SPD of the Plan and the most recent fact sheets for the Plan investment options by contacting the Plan Administrator at the following address or phone number: Marathon Petroleum Corporation, 539 South Main Street, Findlay, Ohio 45840-3229, Attention: Thrift Plan Administrator, Telephone: 419-422-2121.

Thrift Plan Summary Plan Description



Information About Historical Performance of the Investment Alternatives

The Commission's rules require that we provide a summary description of the investment options under the Plan and their historical performance, material terms of the Plan, including a summary of the tax consequences of participation in the Plan and any restrictions on resale of the shares of the Corporation's Common Stock acquired under the Plan. "Attachment 1 — Prospectus Supplement" to this Prospectus contains information regarding the historical rates of return for the Plan's investment options, including our Common Stock, that are available as investment alternatives under the Plan. The SPD is incorporated by reference into, and thus is considered a part of, this Prospectus. **The Prospectus, however, does not form a part of, and is not incorporated into, the SPD.**

We will provide updated information on the historical performance of the Plan's investment options on an annual basis through distribution of an updated "Attachment 1 — Prospectus Supplement."

Each fact sheet for the Plan investment options, as it is updated and posted quarterly on the Fidelity NetBenefitsSM website at www.netbenefits.com/marathonpetroleum, is incorporated by reference as part of this Prospectus. Please be sure to read each fact sheet for the latest information on each Plan investment option.

Experts

The financial statements and schedules incorporated by reference into this document have been audited by independent public accountants, as indicated in their reports with respect to these statements and schedules, and they are included in this document in reliance on the authority of such accountants as experts in giving these reports.

Thrift Plan Summary Plan Description



Attachment 1 — Prospectus Supplement

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

The date of this document is June 26, 2020.

The following table shows the rates of return for the investment options in the Marathon Petroleum Thrift Plan for the 2019, 2018 and 2017 fiscal years.

Investment Option	2017 Rate of Return	2018 Rate of Return	2019 Rate of Return
FIAM Blend Target Date Income Commingled Pool – Class T	7.81%	-1.38%	10.87%
FIAM Blend Target Date 2005 Commingled Pool – Class T	9.99%	-2.15%	12.65%
FIAM Blend Target Date 2010 Commingled Pool – Class T	11.70%	-3.04%	14.83%
FIAM Blend Target Date 2015 Commingled Pool – Class T	13.55%	-3.96%	16.99%
FIAM Blend Target Date 2020 Commingled Pool – Class T	14.82%	-4.76%	18.94%
FIAM Blend Target Date 2025 Commingled Pool – Class T	16.00%	-5.39%	20.46%
FIAM Blend Target Date 2030 Commingled Pool – Class T	18.79%	-6.54%	23.16%
FIAM Blend Target Date 2035 Commingled Pool – Class T	20.86%	-7.83%	26.10%
FIAM Blend Target Date 2040 Commingled Pool – Class T	21.06%	-8.38%	27.07%
FIAM Blend Target Date 2045 Commingled Pool – Class T	21.03%	-8.40%	27.07%
FIAM Blend Target Date 2050 Commingled Pool – Class T	21.06%	-8.35%	27.01%
FIAM Blend Target Date 2055 Commingled Pool – Class T	21.09%	-8.33%	27.04%
FIAM Blend Target Date 2060 Commingled Pool – Class T	21.04%	-8.37%	27.04%
FIAM Blend Target Date 2065 Commingled Pool – Class T*	N/A	N/A	N/A
Marathon Stable Value Fund	1.71%	1.97%	2.23%
DFA Emerging Markets Value Portfolio – Institutional Class	33.76%	-11.93%	9.64%
Vanguard Value Index Fund – Institutional Shares	17.14%	-5.42%	25.83%
Fidelity <i>Contrafund</i> [®] Commingled Pool	32.86%	-1.94%	31.10%
Fidelity Government Income Fund	2.21%	0.61%	6.41%
Fidelity Growth Company Commingled Pool	37.80%	-4.15%	39.04%
Fidelity International Discovery Commingled Pool	31.86%	-16.73%	27.67%
Fidelity Low-Priced Stock Commingled Pool	20.93%	-10.82%	26.53%
Wells Fargo Special Mid Cap Value Fund – Class R6	11.27%	-13.02%	35.68%
Fidelity Investments Money Market Government Portfolio – Institutional Class	0.79%	1.76%	2.13%
Baird MidCap Fund Institutional Class	26.88%	-1.61%	36.31%
Dodge & Cox Income Fund	4.36%	-0.31%	9.75%
Fidelity Extended Market Index Fund – Advantage Class	18.18%	-9.36%	28.00%
Fidelity International Index Fund – Institutional Class	25.38%	-13.52%	22.00%
Fidelity 500 Index Fund – Institutional Class	21.81%	-4.40%	31.47%
Vanguard Total Bond Market Index Fund – Institutional Plus Shares	3.59%	-0.01%	8.74%
Vanguard Small-Cap Value Index Fund – Institutional Shares	16.25%	-9.32%	27.40%
Marathon Petroleum Corporation Common Stock	34.75%	-8.19%	6.08%
Marathon Oil Corporation Common Stock**	31.04%**	-10.56%**	-3.92%

* This investment option's inception date is 7/2/2019, and its investment rates of return are: (a) 0.86% for the period 7/2/2019 – 5/31/2020; and (b) -5.00% for the period 1/1/2020 – 5/31/2020.

** Closed to new investments, including contributions and exchanges. 2017 and 2018 return data do not reflect reinvestment of dividends.