

# **Marathon Petroleum Retirement Plan**

## **Summary Plan Description**

### **(Marathon Cash Balance Retirement Benefit and Andeavor Benefits)**

**Effective October 1, 2022**

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

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



# Retirement Plan

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## IMPORTANT INFORMATION

### What is This Document?

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

- A cash balance type of benefit relating only to your Marathon (or its affiliates) employment;
- A frozen cash balance type of benefit under Andeavor Pension Plan (the “Andeavor Plan”); and
- If applicable to you, a frozen legacy type of benefit under the Andeavor Plan.

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

### What Action Do I Need to Take?

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

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

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

#### **New In-Service Distribution Feature (Andeavor FAP Benefit)**

Effective November 1, 2022, if you are age 59½ or above, you may take an in-service distribution of your Andeavor FAP Benefit. You do not have to terminate employment or otherwise retire to take this distribution. This new feature is explained below in the “In-Service Distribution Feature (Andeavor FAP Benefit Only)” explanation in Appendix A of the SPD, which explains the Andeavor Benefits.



# Retirement Plan

## **USING THIS SUMMARY PLAN DESCRIPTION**

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

This document is the summary plan description (“SPD”) for the Plan. This SPD describes the provisions of the Plan as in effect on October 1, 2022.

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

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

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

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

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

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

## **APPENDIX A DESCRIBES YOUR ANDEAVOR BENEFITS**

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

Appendix A to this SPD describes your Andeavor Plan benefits, which consist of your Andeavor Cash Balance Benefit and, if applicable to you, your Andeavor Legacy Retirement Benefit.

References in the main part of this SPD to “Plan benefit,” generally mean and include your Marathon Cash Balance Benefit and your Andeavor Plan benefits. Except where specifically provided in Appendix A and the accompanying Appendices A-1 through A-6, the main provisions of this SPD apply to your Andeavor Plan benefits.



# Retirement Plan

## **CONTACT INFORMATION**

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

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

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

## **PURPOSE OF THE PLAN**

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

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

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

### **Marathon Controlled Group**

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

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

### **Participating Employer**

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

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



# Retirement Plan

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

### **Who is Eligible**

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

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

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

### **Who is not Eligible**

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

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

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

### **When Participation Begins**

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

### **When Participation Ends**

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

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





# Retirement Plan

## PLAN COSTS AND CONTRIBUTIONS

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

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

## VESTING

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

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

Even if you do not have three years of Vesting Service, you are vested in your Marathon Cash Balance Retirement Benefit if any of the following apply:

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

### *Vesting Service*

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

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

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

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

# Retirement Plan

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

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

## HOW YOUR MARATHON CASH BALANCE RETIREMENT BENEFIT IS CALCULATED

### Marathon Cash Balance Retirement Benefit

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

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

### Pay Credits

Under the cash balance formula, as an active Plan participant you receive annual "Pay Credits" equal to a percentage of your Cash Balance Compensation based on your Plan points. Plan points equal the sum of your age and Cash Balance Service.

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

The Pay Credit percentage rates are as follows:

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

### Interest Credits

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



## Retirement Plan

### **Cash Balance Compensation**

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

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

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

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

### **Cash Balance Service**

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

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

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

## **WHEN AND HOW YOUR BENEFIT IS PAID**

### **When Your Marathon Cash Balance Retirement Benefit is Payable**

Your Marathon Cash Balance Retirement Benefit is only payable after you terminate employment from the Marathon Controlled Group with a vested benefit.

Normal Retirement Age is age 65. When you reach that age, you can retire and receive your Marathon Cash Balance Retirement Benefit beginning on the first day of the month immediately after you reach age 65.

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



## Retirement Plan

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

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

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

### Deadline to Start Your Benefit

There is a mandatory deadline for you to start your benefit. This deadline rule works as follows:

- *If you terminate employment **before** Normal Retirement Age:* You must start payment of your vested benefit by the first day of the month following your attaining age 65 (this date is your “Normal Retirement Date”).
- *If you terminate employment **on or after** Normal Retirement Age:* You must start payment of your vested benefit immediately — by the first day of the month following your termination date.

If you do not timely apply to start payment of your vested benefit by the applicable deadline, then payment of your benefit may be required to automatically start and the payment form will be a single life annuity (explained below) if you are not married, or a joint and 50% survivor annuity (explained below). In this situation, you will not be permitted to choose an optional form of payment for your Plan benefit, including the Plan’s lump sum form of payment.

### Termination of Employment Before Becoming Vested

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

### Benefit Estimates

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

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



## Retirement Plan

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

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

### How to Apply to Start Your Plan Benefit

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

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

### How Your Marathon Cash Balance Retirement Benefit Can be Paid

Your vested Marathon Cash Balance Retirement Benefit can be paid to you in one of the following ways.

- *Lump Sum Payment Form:* You may choose to receive payment of your Plan benefit in the form of a single lump sum payment. The amount of the lump sum will be the amount of your accumulated notional Cash Balance account under the Plan.

*Automatic Cash-out of Small Benefit Rule:* If the lump sum value of your Plan benefit (this includes your Andeavor benefits explained in Appendix A) is \$5,000 or less, a lump sum payment will automatically be made to you and you will not have an option to choose a monthly pension benefit instead. If the lump sum amount is greater than \$1,000 but less than \$5,000, it will be transferred into an individual retirement account ("IRA") in your name, unless you make a timely election to receive it in cash or to transfer it in a direct rollover to an eligible retirement account of your choosing. This rule also applies in the situation where the payment of your Plan benefit is triggered by your death.

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

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



## Retirement Plan

- *Annuity Payment Form:* Instead of choosing a lump sum payment, you may elect to receive your entire Marathon Cash Balance Retirement Benefit in the form of an annuity. The available types of annuities are:
  - *Single Life Annuity:* You may elect a single life annuity form of payment, which pays you a fixed monthly pension for your lifetime only; after you die, no further payments are made to anyone.  
If you elect a single life annuity form, your Marathon Cash Balance Retirement Benefit will be converted to a monthly pension, based on interest rate and mortality factors specified in the Plan and assuming you start your benefit payments on the first day of the month after you reach Normal Retirement Age.  
If you elect to start your benefits prior to your Normal Retirement Age, your Marathon Cash Balance Retirement Benefit annuity amount will be reduced to an “actuarial equivalent” amount for every month you choose to start collecting benefits before Normal Retirement Age using interest rate and mortality factors specified in the Plan.
  - *Joint and Survivor Annuity:* You may elect a joint and survivor annuity form of payment, which will pay you a reduced monthly amount during your lifetime, and will pay a specified percentage (25%, 50%, 75% or 100%) of your lifetime monthly annuity payment to your surviving spouse or designated beneficiary after your death. After you and your surviving spouse or designated beneficiary both die, no further payments are made to anyone.
  - *Life and Term Certain Annuity:* You may elect a life and term certain annuity form of payment, which will pay you a reduced monthly amount so long as you live, and continued payments to your designated beneficiary for the remainder of the time period you have elected, if you die before that time period ends. If you die after that time period ends, no payments will be made to your designated beneficiary. For this form of payment, you may elect as the term certain for the guaranteed payment a period of five, ten or 15 years.

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

### **Spousal Consent Requirement**

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



## Retirement Plan

### Death Benefits

If you die while you are still employed by a member of the Marathon Controlled Group, your Marathon Cash Balance Retirement Benefit will be paid as follows:

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

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

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

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

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

- *If you are married at the time of your death*, your Marathon Cash Balance Retirement Benefit will be paid to your surviving spouse in the form of a monthly annuity for your spouse's lifetime. The amount of the monthly annuity will be equal to the actuarial equivalent (based on your surviving spouse's age) of your Plan lump sum benefit using the Plan's actuarial assumptions.

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

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

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



## Retirement Plan

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

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

### INFORMATION ABOUT TAXES

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

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

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

#### Income Tax Withholding on Lump Sum Distributions

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

#### Rollover Distributions

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

There are two types of rollover distributions. They are:

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





# Retirement Plan

## **Surviving Spouses, Alternate Payees and Other Beneficiaries**

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

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

## **10% Penalty**

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

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

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

## **Excise Tax**

If you do not begin receiving your mandatory distribution by April 1 of the calendar year following the year in which you reach age 72 or, if later, the year in which you retire, you could be liable for a 50% excise tax on the portion of your Plan benefit that was not distributed on a timely basis.

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

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

- You do not receive Pay Credits during periods you do not receive earnings (such as time on strike and certain leaves of absence without pay) or when you do not qualify as an eligible employee (for example, when you transfer to a nonparticipating Marathon affiliated company).

## Retirement Plan

- Your Plan benefit is intended for you. Your Plan benefit is protected by law from claims by creditors. This includes bankruptcy. Your Plan benefit cannot be used as security for a loan, and it cannot be involuntarily transferred or assigned to anyone else, except under the terms of certain court orders known as qualified domestic relations orders (“QDROs”). In addition, a court order cannot require payment of greater benefits, determined on the basis of actuarial value, to or on behalf of a Plan participant, than provided by the Plan, regardless of divorce or other legal action. Also, if another person is paid part of your Plan benefit under a QDRO before you begin receiving your Plan benefit, your Plan benefit will be reduced. This reduction is to account for the earlier payment of part of your Plan benefit.
- If you are reemployed after you have begun to receive your Marathon Cash Balance Retirement Benefit as an annuity, your benefit payments will continue. You will earn a separate Cash Balance Retirement Benefit for the period of your reemployment.
- In some cases, your Plan benefit is paid or commences even if you do not file an election form, such as when the value of your Plan benefit after your employment ends is \$5,000 or less, or by the April 1 following the year in which you reach age 72. However, if you reach age 72 and are still employed, your benefit will not begin until your employment ends. (This is the “mandatory distribution” rule.)

**Additionally, in some situations your Plan benefit will commence even if you do not file an election form on or after you attain Normal Retirement Age (age 65). Refer to the section titled “Deadline to Start Your Benefit; Automatic Start of Your Benefit Rule” for more detail on this rule.**

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



# Retirement Plan

## **Military Service**

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

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

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

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

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

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

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

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

## **Unclaimed Benefits**

If you or your surviving spouse or other beneficiary do not claim your Plan benefit by the required minimum distribution date of the April 1 following the year you attain (or would have attained) age 72 (or following your termination of employment, if you remain employed after that date), and the Plan Administrator is unable to determine the whereabouts of you, your surviving spouse, beneficiary or other person to whom the Plan benefit is due and owing within three years from that date, then the right to payment of the Plan benefit will be forfeited and will be returned to and become a part of the Plan’s trust fund.



## Retirement Plan

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

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

### **DESIGNATION OF BENEFICIARIES**

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

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

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

### **BENEFIT CLAIM AND APPEAL PROCEDURES**

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

#### **Claims Process**

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

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

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

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



# Retirement Plan

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

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

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

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

## Appeals Process

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

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

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

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

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

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

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



# Retirement Plan

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

## **Electronic Notification**

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

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

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

## **After the Claims and Appeals Process has Concluded**

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

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

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

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

Any suit or legal action initiated by you regarding a benefit claim under the Plan must be brought by you no later than one year following the final decision on your benefit claim under these claims and appeals procedures. The one-year statute of limitations on suits for benefits applies in any forum where you choose to initiate such suit or legal action. If a suit or legal action is not filed within this period, then your benefit claim is deemed permanently waived and abandoned, and you are 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, among other things:

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



## Retirement Plan

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

### **Delegation of Duties**

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

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

## **ADMINISTRATIVE INFORMATION**

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

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

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

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

### **Incorrect Computation of Benefits**

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

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

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



## Retirement Plan

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

Errors, omissions or mistakes in the administration and operation of the Plan do not entitle you to receive more than your correct benefit. If you are paid more than your actual Plan benefit, you are required to repay the overpayment if requested to do so by the Plan Administrator. Marathon and the Plan Administrator reserve the right to correct any mistake in any reasonable manner, including but not limited to, adjusting the amount of future benefit payments, repaying to the Plan any overpayment, or making corrective payments to a participant or beneficiary for an underpayment.

### **No Right to Employment**

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

### **FUTURE OF THE PLAN**

Marathon currently intends to continue the Plan, but may amend (change) or terminate (end) the Plan at any time and for any reason.

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

#### **Changes**

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

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

#### **Termination**

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

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

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





# Retirement Plan

## **Partial Termination**

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

## **Merger or Consolidation**

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

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

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

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

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

The PBGC guarantee generally covers all of the following:

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

The PBGC guarantee generally does not cover:

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



## Retirement Plan

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

**IMPORTANT:** The PBGC generally does not permit a guaranteed benefit to be paid in the form of a lump sum. When paying a guaranteed benefit, the PBGC will only pay a lump sum when the value of the benefit is \$5,000 or less.

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

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

### **YOUR RIGHTS UNDER ERISA**

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

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

You have the right to:

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



# Retirement Plan

## **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance:

- If you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
- If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.
- If you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.
- If it should happen that plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

If you file suit, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

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

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-3272 or by logging on to the internet at [www.dol/ebsa/publications/](http://www.dol/ebsa/publications/).

# Retirement Plan

## OTHER PLAN INFORMATION

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

## **APPENDIX A — ANDEAVOR BENEFIT PROVISIONS**

This Appendix A provides a summary explanation of your “Andeavor Plan benefits” which consist of:

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

As explained above in the main part of this SPD, general Plan administration and other rules that apply to your Marathon Cash Balance Retirement Benefit also apply to your Andeavor Plan benefits. Refer to the main part of this SPD for those rules. Except where specifically provided in Appendix A and the accompanying Appendices A-1 through A-6, the main provisions of this SPD apply to your Andeavor Plan benefits.

### **Merger of Andeavor Pension Plan into the Marathon Petroleum Retirement Plan**

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

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

### **Andeavor Plan Benefits are Frozen**

Your Andeavor Plan benefits are frozen as follows:

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

This also means that this freeze applies to the special types of Andeavor FAP Benefit and Andeavor Cash Balance Benefit described in Appendices A-1 through A-6 of this SPD.

### **Vesting**

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

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

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



## Retirement Plan

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

### **Service**

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

#### *Vesting Service*

Your Vesting Service is used to determine:

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

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

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

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

Additional service crediting rules for purposes of determining an employee's Vesting Service also apply — for example, with respect to business or companies acquired by Andeavor or its affiliates. These rules are specified in the official Plan document.

#### *Benefit Service*

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

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

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

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

# Retirement Plan

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

## How Your Andeavor Plan Benefits are Calculated

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

$$\text{An Andeavor FAP Benefit for service performed before 2011} + \text{An Andeavor Cash Balance Benefit for service performed after 2010}$$

## Andeavor FAP Benefit

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

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

Your FAP benefit component is determined using this formula:

$$\begin{array}{ccccccc} 1.1\% \text{ of} & & & & 0.5\% \text{ of final average pay} & & \\ \text{monthly final} & \times & \text{Benefit} & + & \text{in excess of monthly} & = & \text{Monthly annuity} \\ \text{average pay} & & \text{Service} & & \text{Social Security Covered} & & \text{payable for your lifetime} \\ & & & & \text{Compensation} & & \text{beginning at age 65} \end{array}$$

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

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

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

**IMPORTANT:** If you became an employee of Andeavor or one of its affiliates as part of an acquisition, special Plan provisions may apply when determining your FAP-type benefit. The official Plan document has these provisions, and they are generally summarized in this SPD below in additional appendices, beginning with Appendix A-1.

## Benefit Service

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



## Retirement Plan

### *Final Average Pay*

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

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

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

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

### *Social Security Covered Compensation*

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

### **Andeavor Cash Balance Benefit**

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

This benefit is determined under a lump-sum based formula, which will take into account your quarterly Pay Credits and quarterly Interest Credits. Your accumulated Pay and Interest Credits are your “Cash Balance,” which is reflected in the Plan’s records as a notional Cash Balance account.

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

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

### *Pay Credits*

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

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



# Retirement Plan

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

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

## *Interest Credits*

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

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

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

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

If you terminate employment with the Marathon Controlled Group with a vested Andeavor Cash Balance Benefit but do not elect to receive your Andeavor Plan benefits, Interest Credits will continue to be credited to your notional Cash Balance account until you elect to receive your benefit.

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

## **When You Can Receive Your Benefit; Deadline to Start Your Benefit**

You can receive your vested Andeavor Plan benefits as follows.

### *You May Start Your Benefit When You Terminate Employment Before Age 65*

When you terminate employment with the Marathon Controlled Group, you may start your vested Andeavor benefits on the first day of any month following your termination date, but you must start your benefits by the Plan’s deadline, which is explained below.



# Retirement Plan

## *Normal Retirement Deadline*

There is a mandatory deadline for you to start your Andeavor benefits. This deadline rule works as follows:

- *If you terminate employment on or after your Normal Retirement Date (your 65th birthday or, if later, the third anniversary of the date on which you commenced participation in the Plan):* You must start payment of your vested Andeavor benefits on the first day of the month after your termination of employment subject to normal delays in completing and returning the required election paperwork.
- *If you terminate employment before your Normal Retirement Date:* You must start payment of your vested Andeavor benefits by the first day of the month following your attaining age 65.

## *Adjustments to Andeavor FAP Benefit if Taken Before Age 65*

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

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

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

# Retirement Plan

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

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

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

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

### In-Service Distribution Feature (Andeavor FAP Benefit Only)

This is a **new** Plan feature that is effective November 1, 2022.

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



## Retirement Plan

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

- If you take an in-service distribution before age 65, the benefit will be determined like in the same manner as would be the case if you terminated employment and took the benefit at that time.
- **You make take the distribution in the form of a lump sum** or in any other the Plan's other payment forms.
- If you are married, you will need your spouse's consent for certain forms of payment — such as, a lump sum form — just like you need such consent for regular distributions after termination of employment.
- If you take the in-service distribution as a lump sum, you may roll over your distribution, such as, to an individual retirement account ("IRA").

### Required Beginning Date

Once your employment ends with the Marathon Controlled Group, the Plan generally requires you to start your Andeavor Plan benefits by the later of (1) your normal retirement date or (2) the first day of the month following your termination date, in each case subject to normal administrative delays for completing required paperwork.

In all circumstances, federal law requires that your benefit payments must begin no later than April 1 of the year after the later of the date you attain age 72, or your termination date. This is your "Required Beginning Date."

For example, if you terminate employment at age 67, you must start your Andeavor Plan benefits by the first day of the next month, subject to normal delays in completing and returning the required election. A delay may not, however, postpone commencement of your benefits beyond your Required Beginning Date. If you fail to commence your Andeavor Plan benefits by your Required Beginning Date and in accordance with the related required minimum distribution rules under federal law, a 50% excise tax on your benefits may be imposed by the Internal Revenue Service.

### How Your Andeavor Plan Benefits Can be Paid

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

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

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

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



## Retirement Plan

The payment options for your Andeavor Plan benefits are:

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

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

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

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

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

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

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

You will receive a reduced monthly payment for as long as you live. Upon your death, 75% of your reduced monthly payment will continue to your surviving spouse upon your death. Upon the death of your surviving spouse, no further benefits will be payable to any other person. If your spouse predeceases you, your payment will not be changed and no benefits will be payable after your death.

- **66 $\frac{2}{3}$ % Joint and Contingent Annuity:** You will receive a reduced monthly payment to you as long as both you and your designated joint pensioner are living. Upon the first death (of you or your designated joint pensioner), 66 $\frac{2}{3}$ % of the reduced monthly benefit will be continued to the survivor for the lifetime of the survivor.

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

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

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

You are not permitted to elect this optional form of benefit if you are age 75 or older at the time you start your benefit.



## Retirement Plan

- **66 $\frac{2}{3}$ % Joint and Contingent with 10 Years Certain Annuity:** You will receive a reduced monthly payment as long as both you and your designated joint pensioner are living, and upon the first death, 66 $\frac{2}{3}$ % of the reduced monthly payment will be continued to the survivor, for the lifetime of the survivor. If both you and your designated joint pensioner die before payments have been made for ten years, the same monthly payment in effect at the time of that death event will be paid to your contingent beneficiary for the remainder of the same ten-year period.

Since this form of payment option permits other contingent beneficiaries, you may designate a new contingent beneficiary for this option at any time during the first ten years this option is being paid.

- **Lump Sum:** In lieu of monthly benefits, you will receive your entire Andeavor Plan benefits in a single lump sum payment. After this payment is made, no additional benefits are payable to you. The value of your lump sum payment is based on your age and the current interest rate in effect during the year of your benefit start date.

*Automatic Cash-out of Small Benefit Rule:* If the lump sum value of your Plan benefit (this includes your Marathon Cash Balance Retirement Benefit explained in the main part of this SPD) is \$5,000 or less, a lump sum payment will automatically be made to you and you will not have an option to choose a monthly pension benefit instead. If the lump sum amount is greater than \$1,000 but less than \$5,000, it will be transferred into an individual retirement account (“IRA”) in your name, unless you make a timely election to receive it in cash or to transfer it in a direct rollover to an eligible retirement account of your choosing. This rule also applies in the situation where the payment of your Plan benefit is triggered by your death.

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

### Death Benefits

#### *Death While an Active Employee*

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

For this purpose:

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



## Retirement Plan

This death benefit is payable in the following forms:

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

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

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

### *Death After Start of Andeavor Plan Benefits*

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

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

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

## **Reemployment**

The Plan's rules regarding reemployment are generally as follows.

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

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

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

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

### **APPENDIX A-1 — SHELL ANACORTES REFINING COMPANY (SARC) PROVISIONS**

This Appendix A-1 applies to you only if you are a SARC Participant.

You are a “SARC Participant” if you are an employee or former employee of Andeavor or Marathon (after mid-December 2018) or an affiliate of them who:

- As of August 1, 1998 (the date of the closing of Tesoro’s acquisition of the stock of SARC from Shell Oil Company) had five or more years of vesting service credited under the Shell Pension Plan; and
- Following the closing date, worked for Tesoro (Andeavor, effective August 1, 2017, and Marathon effective with the mid-December 2018 payroll changeover from Andeavor to Marathon).

If you are a SARC Participant, the FAP Benefit portion of your Andeavor Plan benefits will be determined in accordance with this Appendix A-1. The Cash Balance Benefit portion of your Andeavor Plan benefits will be calculated in the same manner as described in Appendix A.

In this Appendix A-1, you will find information about:

- Eligibility for the TNC Mirror Benefit;
- Calculation of the TNC Mirror Benefit;
- Terms you need to know; and
- How you may receive your benefit.

The generally applicable portions of the main portion of this SPD and of Appendix A apply, except with respect to the calculation of your Andeavor FAP Benefit, as further described in this Appendix A-1.

#### **Eligibility for the Tesoro Northwest Company (TNC) Mirror Benefit**

As a SARC Participant, you are automatically eligible for the “TNC Mirror Benefit.” The TNC Mirror Benefit is intended to provide you a benefit at least as favorable as the benefit you would have accrued under the Shell Pension Plan had you continued to work for Shell Oil Company using certain assumptions.

Accordingly, your FAP Benefit portion of your Andeavor Plan benefits (your “SARC Benefit”) is equal to the greater of the TNC Mirror Benefit described under this Appendix A-1 and the FAP Benefit that you would be entitled to under the general provisions of Appendix A.

Because your Andeavor Plan benefits are frozen, service performed after December 31, 2010, will not be taken into account in determining your TNC Mirror Benefit under this Appendix A-1.

**Note:** The SARC Benefit does not replace the benefit to which you may be entitled under the Shell Pension Plan or Social Security benefits. Those benefits are separate from the benefits you are eligible for under this Plan. You will need to apply to the Shell Pension Plan and/or the Social Security Administration for those benefits.



# Retirement Plan

## Calculation of the TNC Mirror Benefit

The TNC Mirror Benefit is calculated first, by determining your “Total Service Shell Benefit” as follows:

1.6% of Average Final Compensation at December 31, 2018	x	All Credited Service as of December 31, 2010	-	[Minimum of: 50% and (1.5% <i>multiplied by</i> Projected Credited Service to SSNRA)]  <i>multiplied by</i> Primary Social Security Benefit as of December 31, 2018  <i>multiplied by</i> Ratio of All Credited Service to Projected Credited Service to SSNRA	=	Total Service Shell Benefit (as a monthly annuity payable for our lifetime beginning at age 65, based on All Credited Service with Shell and Tesoro) (frozen at December 31, 2018)
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And, then by reducing such benefit by the amount of your Shell pension benefit, as follows:

Total Service Shell Benefit	-	August 1, 1998, Shell Pension (based on service credited with Shell prior to closing date)	=	The monthly annuity payable for your lifetime beginning at age 65 (based on All Credited Service with Shell and Tesoro) (“TNC Benefit”)
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## Additional Explanations

### Total Service Shell Benefit

Your “Total Service Shell Benefit” is calculated based on your benefit service under both the Andeavor Pension Plan and the Shell Pension Plan. For each year of your combined benefit service, you accumulated a percentage of your Average Final Compensation, as described in the formula above.

**Note:** Although the formula calculates the monthly lifetime amount payable to you at age 65, you may be eligible to commence your Andeavor Plan benefits under this Plan earlier if you meet the age and service requirements. In such event, however, the amount of your pension benefits may be reduced.

### All Credited Service

“All Credited Service” is your credited benefit service with both Shell and Tesoro. This means that your benefit is calculated by taking into account all benefit service credited under the Shell Pension Plan before August 1, 1998, and all Benefit Service credited under the Andeavor Pension Plan until the earliest of the following dates:

- The date on which you commence receiving your benefits under the Shell Pension Plan;
- The date on which your employment with Andeavor is terminated; or
- December 31, 2010.



# Retirement Plan

## *Average Final Compensation*

“Average Final Compensation” is calculated as of the earliest of (i) the date on which you start receiving your benefits under the Shell Pension Plan, (ii) the date on which your employment with the Marathon Controlled Group is terminated, and (iii) December 31, 2018. Average Final Compensation is determined by looking at the last 120 months (or the actual months, if you have worked or been credited with less time) of your service and averaging your monthly earnings for the 36 consecutive months that gives you the highest average monthly earnings.

Average Final Compensation generally includes the following types of pay:

- Your base pay;
- The applicable straight-time portion of night shift bonus payments for up to 40 scheduled hours per workweek and such payments as calculated under shift supervisors’ differential; and
- Certain shift premium payments for which you are generally eligible when you work overtime hours under an approved work schedule involving scheduled overtime hours.

Average Final Compensation does not include such items as:

- Other overtime pay;
- Other premium pay;
- Bonus pay;
- Pay in lieu of vacation, if any; or
- Any other extra compensation.

The Internal Revenue Code places limitations on compensation that may be used to calculate benefit accruals.

## *Social Security Offset to Calculate Total Service Shell Benefit*

The Social Security Offset is applied as of the month in which you attain age 65.

## *Ratio of All Credited Service to Projected Credited Service to SSNRA*

This is a fraction determined by dividing your All Credited Service by the Projected Credited Service to your Social Security Normal Retirement Age (“SSNRA”), where your Projected Credited Service is equal to the number of years of All Credited Service you would have accumulated assuming you continued to work until you were eligible to receive full Social Security benefits. Current eligibility for full Social Security benefits ranges from ages 65 to 67, depending on your year of birth.

## *Primary Social Security Benefit*

Your “Primary Social Security Benefit” is based on your pay history, which, prior to your termination, will be estimated based on your pay for the last calendar year of your employment with Shell or Andeavor and based upon assumptions about prior pay using “national average earnings tables” published by the federal government. The benefit generally assumes payment at age 62 and is calculated at the earlier of the date on which you commence receiving your benefits under the Shell Pension Plan and the date on which your employment terminates.



# Retirement Plan

## *August 1, 1998, Shell Benefit*

The “August 1, 1998, Shell Benefit” is the benefit determined under the Shell Pension Plan based on upon your credited service with Shell as of August 1, 1998. This benefit was determined by Shell and provided to Andeavor at the time of the acquisition. If you have any questions regarding your Shell data, you should contact Shell’s Benefit Department.

**IMPORTANT:** If you begin receiving a retirement distribution from the Shell Pension Plan while you were still an Andeavor employee, your TNC Mirror Benefit was frozen as of such date. However, if you were an eligible Andeavor employee, you continued to accrue a retirement benefit under the Andeavor Plan. Upon your termination from employment, you will be entitled to receive the SARC benefit (i.e., the greater of (1) the TNC Mirror Benefit (calculated up to the date you began receiving your Shell pension or (2) the FAP Benefit determined under the regular provisions outlined in Appendix A), plus any additional retirement benefit you have earned under the Andeavor Plan.

## **Terms You Need to Know**

### *Normal Retirement Age*

“Normal Retirement Age” is the first day of the month in which you reach age 65. Unless you qualify for an unreduced early retirement benefit, as described below, you must generally wait until you have attained Normal Retirement Age under the Plan to receive an unreduced SARC Benefit.

This means:

- If you have terminated employment before you have attained age 65, you must begin receiving your SARC benefit at age 65;
- If you terminate employment after you attain age 65, you must begin receiving benefits immediately.

### *Vested Benefits*

All SARC Participants are vested in the SARC Benefit.

### *Early Retirement Benefits*

You generally can begin to receive your SARC benefit after you have terminated employment with the Marathon Controlled Group. However, your TNC Mirror Benefit will be reduced to take into account the fact that your benefit is commencing earlier than your normal retirement date. If, however, you satisfy the 80 Point Eligibility rule or the 70 Point Eligibility rule, your TNC Mirror Benefit will be calculated by taking into account specified reduction factors.

- *80 Point Eligibility:* As of the earlier of the date on which you terminated employment with Andeavor or the date you commenced receiving your Shell pension, you were age 50 or older and the sum of your age and number of years of credited service with Shell equaled or exceeded 80.
- *70 Point Eligibility:* As of August 1, 1998, you were age 50 or older, and the sum of your age and credited service with Shell on such date equaled or exceeded 70.

The applicable reduction factors that are utilized to calculate your TNC Mirror Benefit will depend on which eligibility rule you satisfy.

# Retirement Plan

For SARC Participants who satisfy the 80 Point Eligibility rule, the TNC Mirror Benefit will be calculated by taking into the reduction factors described in the following table. If your benefit commences between age 60 and age 65, it will not be reduced. Partial years are prorated.

**Note:** The early retirement reduction is applied separately for the Total Service Shell Benefit and the August 1, 1998, Shell Benefit depending upon eligibility.

If you leave with at least 80 points and start your pension at age...	You will receive this percentage of an age 65 Pension (calculated before Social Security Offset)...
<b>50</b>	50%
<b>51</b>	55%
<b>52</b>	60%
<b>53</b>	65%
<b>54</b>	70%
<b>55</b>	75%
<b>56</b>	80%
<b>57</b>	85%
<b>58</b>	90%
<b>59</b>	95%
<b>60 and older</b>	100%

For SARC Participants who satisfy the 70 Point Eligibility rule but not the 80 Point rule, the TNC Mirror Benefit will be calculated by taking into account the early reduction factor prescribed under the Shell Pension Plan. Contact the Pension Center for benefit estimates or questions regarding your benefit calculation.

For SARC Participants who do not satisfy either eligibility rule, the TNC Mirror Benefit will be calculated in accordance with the early reduction factors prescribed under the Andeavor Plan.

Note, also, that your Andeavor FAP Benefit under the regular rules outlined in Appendix A will be calculated to take into account the early commencement of your benefits. However, if you are at least age 55 at the time of commencement of your benefit, such reduction will be calculated using the same factors applied to the Andeavor FAP Benefit that is paid upon early retirement, instead of the factors applied to calculate a deferred vested benefit.



## Retirement Plan

### **Applying the Social Security Offset**

The Social Security Offset is calculated at the time you terminate employment with the Marathon Controlled Group and it does not change even if later increases in Social Security benefits occur. The reduction for the Social Security Offset is made following adjustment to the TNC Mirror Benefit, as described in the table above in this Appendix A-1.

### **How You May Receive Your Benefit**

Refer to Appendix A for an explanation of the optional forms of benefit available for payment of your Andeavor Plan benefits. Note, however, if you have met the 80 Point Eligibility rule at the time your TNC Mirror Benefit commences, your survivor benefit under an annuity option is subsidized when you retire. This means that the monthly lifetime payments you receive will not be fully reduced to pay for your surviving spouse's benefit.

## **APPENDIX A-2 — BP/AMOCO PARTICIPANTS**

This Appendix A-2 applies to you only if you are a BP/Amoco Participant.

You are a BP/Amoco if you are an employee or former employee of Andeavor or Marathon (after mid-December 2018) or an affiliate of them who:

- As of the date of the closing of Tesoro's acquisition of certain assets of British Petroleum, had five or more years of vesting service; and
- Immediately following the closing date (or upon a subsequent return from an approved leave of absence), worked for Tesoro (Andeavor, effective August 1, 2017).

The date of closing ("Acquisition") is September 6, 2001 (for participants working at the Mandan refinery, Salt Lake City refinery, product pipeline operations, and Salt Lake City retail operations as a store manager or higher); November 1, 2001 (for participants working at the crude gathering operations); or other date subsequent to such dates if the participant returned from an approved leave of absence following such Acquisition.

If you are a BP/Amoco Participant, the Andeavor FAP Benefit portion of your Andeavor Plan benefits will be determined in accordance with this Appendix A-2. The Cash Balance Benefit portion of your Andeavor Plan benefits will be calculated in the same manner as described in Appendix A.

In this Appendix A-2, you will find information about:

- Eligibility for the BP Benefit and TSS Supplement Benefit;
- Calculation of Tesoro Benefit for BP/Amoco Participants (BP Benefit);
- Calculation of Tesoro Social Security Supplement (TSS Supplement Benefit); and
- How you may receive your benefit.

The generally applicable portions of the main portion of this SPD and of Appendix A applies to except with respect to the calculation of your Andeavor FAP Benefit, as further described in this Appendix A-2.

### **Eligibility for the BP Benefit and TSS Supplement Benefit**

As a BP/Amoco Participant, you are automatically eligible to receive the BP Benefit. Accordingly, the Andeavor FAP Benefit portion of your Andeavor Plan benefits is equal to the greater of the BP Benefit described under this Appendix A-2 and the Andeavor FAP Benefit that you would be entitled to under the general provisions of Appendix A.

Because your Andeavor Plan benefits are frozen, service performed after December 31, 2010, will not be taken into account in determining your BP Benefit under this Appendix A-2.

In addition, those BP/Amoco Participants who were at least age 40 as of the Acquisition and who ultimately satisfy the requirements for an early retirement benefit with respect to the Andeavor Plan benefits will also be eligible to participate in a special Tesoro Social Security Supplement. However, any BP/Amoco Participant who was retirement eligible (i.e., at least age 50 with 15 years of benefit service) under the BP Pension Plan as of the Acquisition is not eligible to receive the TSS Supplement.

# Retirement Plan

**Note:** Neither the BP Benefit nor the Tesoro Social Security Supplement replace the benefit to which you may be entitled under the BP Pension Plan or Social Security benefits. Those benefits are separate from the benefits you are eligible for under this Plan. You will need to apply to the BP Pension Plan and/or the Social Security Administration for those benefits.

## Calculation of the BP Benefit

The BP Benefit is calculated, first, by calculating your Andeavor FAP Benefit under the rules in Appendix A, taking into account All Credited Service with BP and Tesoro, as follows:

1.1% of FAP (at December 31, 2018)	x	All Credited Service as of December 31, 2010	-	0.50% of FAP (at termination) in excess of Monthly Social Security Covered Compensation as of December 31, 2018 <i>multiplied by</i> All Credited Service (as of December 31, 2010; up to a maximum of 35 years)	=	Benefit Based on All Credited Service (frozen as of December 31, 2018)
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And, then, by reducing such by the amount of your BP pension benefit, as follows:

Benefit Based on All Credited Service	-	BP Pension (provided by BP, based on service credited with BP prior to closing date)	=	The monthly annuity payable for your lifetime beginning at age 65 (based on All Credited Service with BP and Tesoro) ("BP Benefit")
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## Tesoro Social Security (TSS) Supplement

If you qualify for the Tesoro Social Security ("TSS") Supplement, you will receive an additional monthly benefit. The TSS Supplement will be paid beginning in the month in which you become eligible for early retirement with respect to your Andeavor Plan benefits through the month in which you attain age 62. This supplement is payable during your lifetime only. In other words, this benefit will not be paid to any beneficiary in the event that you die prior to attaining age 62.

The monthly amount of the TSS Supplement is calculated as follows:

\$50 × (your Vesting Service up through 20 years)	+	\$45 × (your Vesting Service greater than 20 years)
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**Note:** Vesting Service for the calculation of the amount of the TSS Supplement is limited to your service with BP and Andeavor (formerly known as Tesoro) through December 31, 2010, and will not include any period of service performed on or after January 1, 2011.

## Retirement Plan

This monthly amount is then multiplied by an early retirement factor as defined below:

Age at Retirement	If Age plus years of Vesting Service at Acquisition $\geq$ 55 years	If Age plus years of Vesting Service at Acquisition $<$ 55 years
50	45%	N/A
51	53%	N/A
52	61%	N/A
53	69%	N/A
54	77%	10%
55	85%	25%
56	88%	40%
57	91%	55%
58	94%	70%
59	97%	85%
60	100%	100%
61	100%	100%
62	100%	100%

The amount of the TSS Supplement after the application of this early retirement factor cannot be greater than the actual amount of your Social Security Primary Insurance Amount.

The “Social Security Primary Insurance Amount” is the amount of Social Security benefit you would receive if you elected to commence your Social Security benefit at your Social Security Normal Retirement Age. In such event, you will receive a TSS Supplement equal to your Social Security Primary Insurance Amount.

**Note:** The form of payment you elect to take your Andeavor Plan benefits will also apply to your TSS Supplement, if applicable. For example, if you elect a lump sum payment option of your Andeavor Plan benefits, your TSS Supplement will also be paid in a lump sum.



## **APPENDIX A-3 — GOLDEN EAGLE/VALERO PARTICIPANTS**

This Appendix A-3 applies to you only if you are a Golden Eagle Participant. A “Golden Eagle Participant” is an individual who was an employee or former employee of Andeavor who:

- As of May 17, 2002 (the date of the closing of Tesoro’s acquisition of substantially all of the assets of the Golden Eagle Refinery and Beacon retain locations in Northern California), had one year of service and was eligible to participate in the UDS Pension Plan, and
- Immediately following the closing date (or upon a subsequent return from an approved leave of absence), worked for Tesoro (Andeavor, effective August 1, 2017).

If you are a Golden Eagle Participant, the Andeavor FAP Benefit portion of your Andeavor Plan benefits will be determined in accordance with this Appendix A-3 (the “GE Benefit”). The Cash Balance Benefit portion of your Andeavor Plan benefits will be calculated in the same manner as described in Appendix A.

In this Appendix A-3, you will find information about:

- Eligibility for the GE Benefit;
- Calculation of the GE Benefit;
- Payment of the GE Benefit; and
- Retirement factors for the GE Benefit.

The generally applicable portions of the main portion of this SPD and of Appendix A applies to except with respect to the calculation of your Andeavor FAP Benefit, as further described in this Appendix A-3.

### **Eligibility for the GE Benefit**

As a Golden Eagle Participant, you are automatically eligible for the GE Benefit. Accordingly, the Andeavor FAP Benefit portion of your Andeavor Plan benefits is equal to the greater of the GE Benefit described in this Appendix A-3 and the Andeavor FAP Benefit that you would be entitled under the general provisions of Appendix A. Service performed after December 31, 2010, is not taken into account in calculating either the GE Benefit described in this Appendix A-3 or the Andeavor FAP Benefit as described in Appendix A.

**Note:** The GE Benefit does not replace the benefit to which you may be entitled under the UDS Pension Plan or Social Security benefits. Those benefits are separate from the benefits you are eligible for under this Plan. You will need to apply to the UDS Pension Plan and/or the Social Security Administration for those benefits.

# Retirement Plan

## Calculation of the GE Benefit

The GE Benefit is calculated, first, by calculating your Andeavor FAP Benefit under the rules in Appendix A, taking into account All Credited Service with Valero and Andeavor, as follows:

1.1% of FAP (at December 31, 2018)	x	All Credited Service as of December 31, 2010	-	0.50% of FAP (at termination) in excess of Monthly Social Security Covered Compensation as of December 31, 2018 <i>multiplied by</i> All Credited Service (as of December 31, 2010; up to a maximum of 35 years)	=	Benefit Based on All Credited Service (frozen as of December 31, 2018)
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And, then, by reducing such by the amount of your gross pension benefit payable under prior plans, as follows:

Benefit Based on All Credited Service	-	Gross Benefit Payable Under All Prior Plans (provided by Valero)	=	The monthly annuity payable for your lifetime beginning at age 65 (based on All Credited Service with Valero and Tesoro) ("GE Benefit")
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## Gross Benefit Payable under All Prior Plans

This refers to the gross benefits to which you are entitled under all plans sponsored by prior employers, including Valero, Ultramar Diamond Shamrock ("UDS"), Ultramar, Phillips and TOSCO. This benefit was calculated by Valero as a single life annuity payable at age 65 and was provided to Andeavor in connection with the acquisition. It is not adjusted for any qualified domestic relations order or prior lump sum or other benefit payments.

## Payment of the GE Benefit

If you terminate and commence receiving your benefits prior to your Normal Retirement Date, the GE Benefit will be calculated, as described above, but will be reduced by applying certain factors to take into account the early commencement of your benefits, as follows:

Benefit Based on All Credited Service <i>multiplied by</i> Andeavor Retirement Factor (if applicable)	-	Gross Benefit Payable Under All Prior Plans (provided by Valero) <i>multiplied by</i> GE Retirement Factor (if applicable)	=	The monthly annuity payable for your lifetime beginning at your early retirement date (based on All Credited Service with Valero and Andeavor) ("GE Benefit")
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## Golden Eagle Retirement Factor

(Applies to Gross Benefit Payable Under All Prior Plans)

The "Golden Eagle Retirement Factor" is applied to reduce the Gross Benefit payable from the prior plan based on the date the benefit payment commences. No adjustments are made for actual payment (i.e., lump sum, retirements) from the UDS Plan or other prior plans.

# Retirement Plan

In general, the Golden Eagle Retirement Factor will be based upon the following table and status at Acquisition date. Note that if you are at least age 55 and the sum of your age and service equals or exceeds 85 at Acquisition date, you qualify for the Golden Eagle Rule of 85.

Age at Retirement	If service is less than ten years and age is less than 55 years at Acquisition	If service is ten years or more and age is less than 55 years at Acquisition	If service is ten years or more and age is at least 55 years at Acquisition	If at least age 55 with 85 points at Acquisition ("Golden Eagle Rule of 85")
<b>50*</b>	25%	32%	N/A	N/A
<b>51*</b>	27%	35%	N/A	N/A
<b>52*</b>	29%	38%	N/A	N/A
<b>53*</b>	32%	42%	N/A	N/A
<b>54*</b>	35%	46%	N/A	N/A
<b>55</b>	38%	50%	67%	100%
<b>56</b>	42%	53%	73%	100%
<b>57</b>	46%	57%	80%	100%
<b>58</b>	50%	60%	87%	100%
<b>59</b>	55%	63%	93%	100%
<b>60</b>	61%	67%	100%	100%
<b>61</b>	67%	73%	100%	100%
<b>62</b>	74%	80%	100%	100%
<b>63</b>	82%	87%	100%	100%
<b>64</b>	90%	93%	100%	100%
<b>65</b>	100%	100%	100%	100%

\* As a Golden Eagle Participants, if you are age 50 through 54 at retirement, you will be eligible for early retirement if the sum of your age and service equals or exceeds 80 on your termination date.

# Retirement Plan

## *Andeavor Retirement Factor*

(Applies to Benefit Based On All Credited Service)

The Andeavor Retirement Factor is applied to reduce the Benefit Based on All Credited Service based on the date of retirement.

The Andeavor Retirement Factor is applied based on your status at termination date. Note that if you retire when you are at least age 55 and the sum of your age and service equals or exceeds 85, and you had at least five years of service as of the date of Acquisition, you will qualify for Andeavor Rule of 85 (described in the table below).

Age at Retirement	If at least age 55 with five years of service at termination (Andeavor Early Retirement)	If at least age 50, with 80 points at termination ("Andeavor Rule of 80")	If at least age 55 with 85 points at termination and five years of service at Acquisition ("Andeavor Rule of 85")
<b>50</b>	N/A	50%	N/A
<b>51</b>	N/A	55%	N/A
<b>52</b>	N/A	60%	N/A
<b>53</b>	N/A	65%	N/A
<b>54</b>	N/A	70%	N/A
<b>55</b>	50.0%	75%	95%
<b>56</b>	57.1%	80%	95%
<b>57</b>	64.3%	85%	95%
<b>58</b>	71.4%	90%	95%
<b>59</b>	78.6%	95%	95%
<b>60</b>	85.7%	100%	100%
<b>61</b>	92.8%	100%	100%
<b>62</b>	100%	100%	100%
<b>63</b>	100%	100%	100%
<b>64</b>	100%	100%	100%

## APPENDIX A-4 — SHELL LAR PARTICIPANTS

This Appendix A-4 applies to you only if you are a Shell LAR Participant. A “Shell LAR Participant” is an individual who was an employee or former employee of Andeavor who:

- As of May 10, 2007 (the date of closing of Tesoro’s acquisition of substantially all of the assets of the Shell Los Angeles Refinery (“LAR”));
- Immediately following the closing date (or upon such later date on which the individual returned from an approved leave of absence), worked for Tesoro (Andeavor, effective August 1, 2017); and
- Signed a release to provide Tesoro with their Shell Pension benefit amount.

If you are a Shell LAR Participant, the Andeavor FAP Benefit portion of your Andeavor Plan benefits will be determined in accordance with this Appendix A-4. The Cash Balance Benefit portion of your Andeavor Plan benefits will be calculated in the same manner as described in Appendix A.

In this Appendix A-4, you will find information about:

- Eligibility for the LAR Benefit;
- Calculation of the LAR Benefit; and
- Terms you need to know.

The generally applicable portions of the main portion of this SPD and of Appendix A applies to except with respect to the calculation of your Andeavor FAP Benefit, as further described in this Appendix A-4.

### Eligibility for the LAR Benefit

As a Shell LAR Participant, you are automatically eligible for the LAR Benefit. Accordingly, the FAP Benefit component of your retirement benefits under the Andeavor Pension Plan is equal to the greater of the LAR Benefit described in this Appendix and the Andeavor FAP Benefit described in the general provisions of the SPD. Note, however, that service performed after December 31, 2010, will not be taken into account in calculating either the LAR Benefit or the Andeavor FAP Benefit.

**Note:** The LAR Benefit does not replace the benefit to which you may be entitled under the Shell Pension Plan or Social Security benefits. Those benefits are separate from the benefits you are eligible for under this Plan. You will need to apply to the Shell Pension Plan and/or the Social Security Administration for those benefits.

# Retirement Plan

## Calculation of LAR Benefit

The LAR Benefit is calculated, first, by calculating your Andeavor FAP Benefit under the rules in Appendix A, taking into account All Credited Service with Shell and Tesoro, as follows:

1.1% of FAP (at December 31, 2018)	x	All Credited Service as of December 31, 2010*	-	0.50% of FAP (at termination) in excess of Monthly Social Security Covered Compensation <i>multiplied by</i> All Credited Service (as of December 31, 2010*; up to a maximum of 35 years)	=	Benefit Based on All Credited Service (frozen as of December 31, 2018)
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And, then, by reducing such by the amount of your Shell Pension Equivalent, as follows:

Benefit Based on All Credited Service	-	Shell Pension Equivalent Age 65 SLA (provided by Shell)	=	The monthly annuity payable for your lifetime beginning at age 65 (based on All Credited Service with Shell and Tesoro) ("LAR Benefit")
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\* Credited Service for those employees also covered under Appendix A-6 will be calculated to April 30, 2012, instead of December 31, 2010. In addition, the Cash Balance start date will be revised from January 1, 2011, to May 1, 2012.

## Terms You Need to Know

### All Credited Service

"All Credited Services" is the benefit service from the Shell Pension Service Date through December 31, 2010, recognized by Tesoro.

### Shell Pension Service Date

"Shell Pension Service Date" is the date that had been recognized by Shell for purposes of the Shell Pension Plan benefit. For most Shell LAR Participants, this will be January 1, 2003, but the date used will be the date provided to Tesoro by Shell.

### Shell Pension Equivalent Age 65 Single Life Annuity (SLA)

"Shell Pension Equivalent Age 65 Single Life Annuity (SLA)" is the benefit amount calculated by Shell and provided to Tesoro in connection with the Acquisition. It is your benefit under the Shell Pension Plan calculated as a single life annuity payable at age 65.

## Payment of the LAR Benefit

If you terminate employment and commence your benefits prior to your Normal Retirement Date, the LAR Benefit will be reduced, if applicable, based on the date the benefit payments commence and the factors for early retirement will be applied as generally explained in the applicable provisions of Appendix A.

## APPENDIX A-5 — NLRB SETTLEMENT WITH USW LOCAL 10 REPRESENTED EMPLOYEES

This Appendix A-5 applies only to USW Local 10 represented employees who were employed at the Tesoro Mandan, ND refinery between January 1, 2011, and January 31, 2012.

The Andeavor FAP Benefit and the Andeavor Cash Balance Benefit portions of your Andeavor Plan benefits will be determined in accordance with this Appendix A-5.

In this Appendix A-5, you will find information about:

- Eligibility for the settlement benefit;
- Calculation of the Andeavor FAP Benefit;
- Calculation of the Andeavor Cash Balance Benefit;
- Minimum benefit; and
- Payment of your Andeavor Plan benefits.

As a member of this group, your Benefit Service (Credited Service) or All Credited Service accrued as of January 31, 2012, will be used to calculate your Andeavor FAP Benefit, while your Andeavor Cash Balance benefit will begin to accrue on February 1, 2012.

### Eligibility for the Settlement Benefit

Members of USW Local 10 who were employed at the Tesoro Mandan, ND refinery between January 1, 2011, and January 31, 2012, are eligible for the settlement benefit that is summarized in this Appendix A-5.

### Calculation of Andeavor FAP Benefit

Your Andeavor FAP Benefit is calculated using the following formula:

1.1% of FAP (at December 31, 2018)	x	Benefit Service as of January 31, 2012	-	0.50% of FAP (at termination) in excess of Monthly Social Security Covered Compensation as of December 31, 2018 <i>multiplied by</i> Benefit Service (as of January 31, 2012; up to a maximum of 35 years)	=	Your monthly annuity payable for your lifetime beginning at age 65 (frozen as of December 31, 2018)
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The result of this formula produces a monthly annuity payable over your lifetime starting at age 65, which is the normal retirement date for your Andeavor Plan benefits.

Your payment will be adjusted if you choose a different payment option or elect to commence your benefit prior to age 65, as generally explained in the applicable provisions of Appendix A.

**Note:** For employees who were part of an acquisition, special Plan provisions may apply when determining your Andeavor FAP Benefit, as generally explained in the other appendices.



## Retirement Plan

### **Andeavor Cash Balance Benefit (for service after January 31, 2012)**

If you were an employee who continued in eligible employment with the company after January 31, 2012, you earned an Andeavor Cash Balance Benefit. The Andeavor Cash Balance Benefit is explained in Appendix A.

### **Minimum Benefit**

Your benefit under the settlement will never be less than your accrued benefit as October 24, 2014, which was the date of the settlement agreement.

### **Payment of Your Benefits**

If you terminate employment and commence your benefits prior to your Normal Retirement Date, your Andeavor FAP Benefit will be reduced, if applicable, based on the date the benefit payments commence and the factors for early retirement will be applied as generally explained in the applicable provisions of Appendix A. No reduction applies to your Andeavor Cash Balance Benefit, as generally explained in the applicable provisions of Appendix A.



## APPENDIX A-6 — NLRB SETTLEMENT WITH USW LOCAL 675 REPRESENTED EMPLOYEES

This Appendix A-6 applies only to USW Local 675 represented employees who were employed at the Tesoro Los Angeles, CA refinery between January 1, 2011, and April 30, 2012.

The Andeavor FAP Benefit and the Andeavor Cash Balance Benefit portions of your Andeavor Plan benefits will be determined in accordance with this Appendix A-6.

In this Appendix, you will find information about:

- Eligibility for the settlement benefit;
- Calculation of the Andeavor FAP Benefit;
- Calculation of the Andeavor Cash Balance Benefit;
- Minimum benefit; and
- Payment of your benefit.

As a member of this group, your Benefit Service (Credited Service) or All Credited Service accrued as of April 30, 2012, will be used to calculate your Andeavor FAP Benefit, while your Andeavor Cash Balance Benefit will begin to accrue on May 1, 2012.

### Eligibility for the Settlement Benefit

Members of USW Local 10 who were employed at the Tesoro Los Angeles, CA refinery between January 1, 2011, and April 30, 2012, are eligible for the settlement benefit described in this Appendix A-6.

### Calculation of FAP Benefit

Your Andeavor FAP Benefit is determined using the following formula:

1.1% of FAP (at December 31, 2018)	x	Benefit Service as of April 30, 2012	-	0.50% of FAP (at termination) in excess of Monthly Social Security Covered Compensation as of December 31, 2018 <i>multiplied by</i> Benefit Service (as of April 30, 2012; up to a maximum of 35 years)	=	Your monthly annuity payable for your lifetime beginning at age 65 (frozen as of December 31, 2018)
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The result of this formula produces a monthly annuity payable over your lifetime starting at age 65, which is the normal retirement date for your Andeavor Plan benefits.

Your payment will be adjusted if you choose a different payment option or elect to commence your benefit prior to age 65, as generally explained in the applicable provisions of Appendix A.

**Note:** For employees who were part of an acquisition, special Plan provisions may apply when determining your Andeavor FAP Benefit, as generally explained in the other appendices.



## Retirement Plan

### **Cash Balance Benefit Component (for service after April 30, 2012)**

If you were an employee who continued in eligible employment with the company after April 30, 2012, you earned an Andeavor Cash Balance Benefit. The Andeavor Cash Balance Benefit is explained in Appendix A.

### **Minimum Benefit**

Your benefit under this settlement will never be less than your accrued benefit as of the date of the settlement agreement of December 5, 2014.

### **Payment of Your Benefits**

If you terminate employment and commence your benefits prior to your Normal Retirement Date, your Andeavor FAP Benefit will be reduced, if applicable, based on the date the benefit payments commence and the factors for early retirement will be applied as generally explained in the applicable provisions of Appendix A. No reduction applies to your Andeavor Cash Balance Benefit, as generally explained in the applicable provisions of Appendix A.