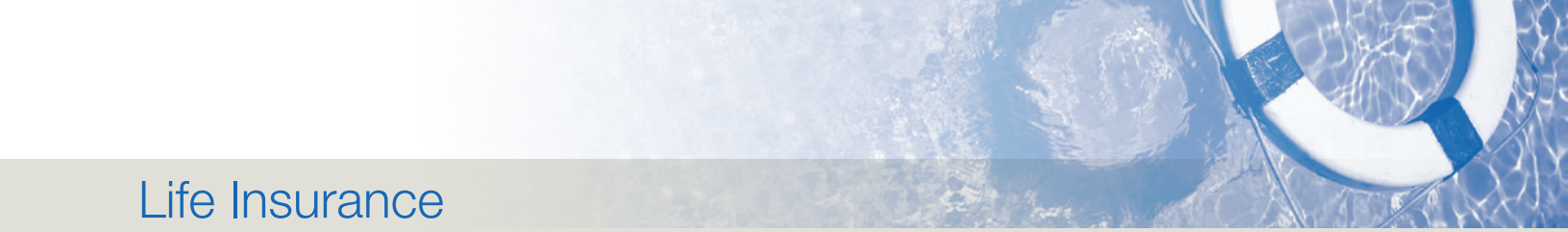
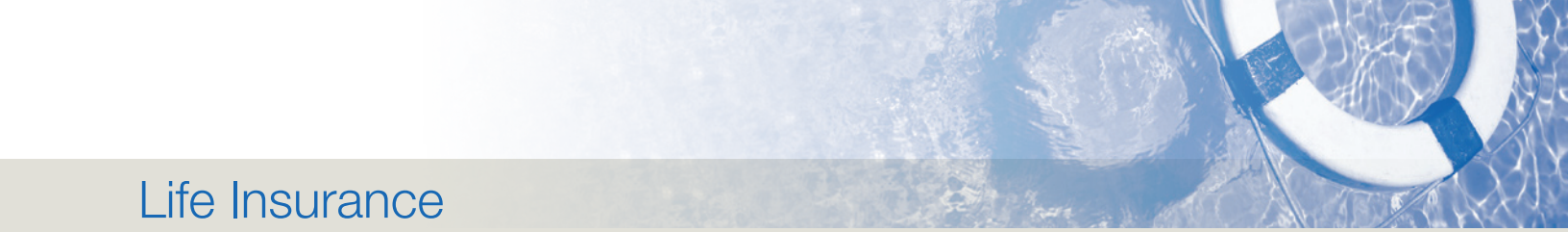


Life Insurance

Marathon Petroleum Life Insurance Plan

Effective January 1, 2022



Life Insurance

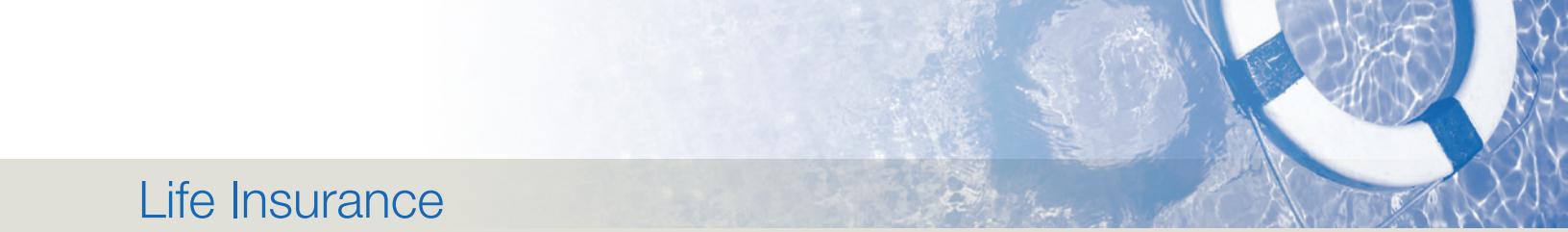
Table of Contents

I. Introduction 1
II. Eligibility 1
III. Amount and Type of Coverage 2
IV. Covered Compensation 3
V. Cost of Coverage 4
VI. Effective Date of Coverage 5
VII. Changes in Coverage 6
VIII. Exclusions 11
IX. Beneficiary 12
X. Continuation of Coverage on Leave or During a Work Stoppage 12
XI. Termination of Coverage 15
XII. Extension of Coverage 16
XIII. Conversion and Portability 16
XIV. Assignment of Benefits 18
XV. Accelerated Benefit 19
XVI. MetLife Advantages 19
XVII. Benefit Claim Procedures 20
XVIII. Appeals of Denied Claims 21
XIX. Administration 22
XX. Further Information 23
XXI. Modification and Termination of the Plan 23
XXII. Participation by Associated Companies and Organizations 23
XXIII. Change in Control Provisions 24
XXIV. Your Rights Under Federal Law 24

Appendix A — Statement of Health 26

Appendix B — Actively at Work 27

Appendix C — MetLife Advantages 28



Life Insurance

This document serves both as the plan document and the summary plan description for the Marathon Petroleum Life Insurance Plan. To the extent not preempted by the Employee Retirement Income Security Act of 1974 ("ERISA"), the provisions of this document will be construed and governed by the laws of the State of Ohio.

I. Introduction

Life insurance is a means of providing a measure of financial protection to you or your beneficiary(ies) in the event of your death or in the event of the death of a covered dependent.

The Marathon Petroleum Life Insurance Plan (the "Plan") has no savings feature or accumulated cash value. If your coverage terminates for any reason, coverage ceases and there are no refunds due.

For purposes of this Plan, "Company" means Marathon Petroleum Company LP and each of its affiliates that are included in a group treated as a single "employer," as determined under Section 414 of the Internal Revenue Code. As the context may require in this document, Company may only mean Marathon Petroleum Company LP, for example, in its role as the Plan's sponsor. Also, references to "MPC" mean the Company as the context requires. Also, for purposes of this Plan, the term "employee" and other similar words include any eligible employee of a Company.

The Plan offers two types of life insurance coverage: Basic Non-Contributory Life Insurance ("Basic Life") coverage for employees and Optional Contributory Life Insurance ("Optional Life") coverage for employees and eligible dependents, as described below.

II. Eligibility

If you are classified as a Regular Full-time or Regular Part-time employee, you are eligible for coverage under this Plan. For purposes of this Plan:

1. Regular Full-time means you have a normal work schedule with the Company of at least 40 hours per week or at least 80 hours on a bi-weekly basis.
2. Regular Part-time means you are a non-supervisory employee who is employed to work on a part-time basis (minimum of 20 hours but less than 35 hours per week), and not on a time, special job completion, or call when needed basis.
3. Regular includes International Commuters and Seasonal employees.

Your eligibility under this Plan may be limited, as follows:

1. You are **not** eligible for coverage under this Plan if you are:
    a. A member of an employee group for whom another life insurance plan has been established and toward which the Company makes contributions;
    b. A casual or common law employee;
    c. An individual who has signed an agreement, or has otherwise agreed, to provide services to the Company as an independent contractor, regardless of the tax or other legal consequences of such an arrangement; or
    d. A leased employee compensated through a leasing entity, whether or not you fall within the definition of "leased employee" as defined in Section 414(n) of the Internal Revenue Code.

2. If you are currently covered under the Marathon Petroleum Level Premium Life Insurance Plan ("Level Premium Plan"), you are eligible for Basic Life, Optional Spouse Life, and Optional Child Life; you are not eligible for Optional Employee Life.
3. If you are an employee of Tesoro Petroleum (Singapore), you are eligible for Basic Life; you are not eligible for Optional Life.

III. Amount and Type of Coverage

Eligible employees are provided Company-paid Basic Life coverage. Additional voluntary coverage may be purchased for yourself and/or your eligible dependents as provided below.

A. Basic Life

1. The amount of coverage is equal to two times your Covered Compensation, as defined below, rounded to the nearest $1,000 (an even $500 is rounded upward).
2. The maximum amount of coverage is $3,000,000.

B. Optional Life

You may purchase the following types of Optional Life insurance. Enrollment in Optional Employee Life is not required to elect Optional Spouse or Optional Child Life.

1. Optional Employee Life: You may elect coverage for yourself in the amount of one, two, three, four, five, or six times your Covered Compensation (as defined below) up to the Plan maximum of $2,000,000 when you are initially eligible. Your coverage amount is rounded to the nearest $1,000 (an even $500 is rounded upward) after your Covered Compensation is multiplied by the level you select.

   If you elect coverage in excess of $750,000, you are required to furnish evidence of insurability by submitting a Statement of Health to the insurance company. While your Statement of Health is reviewed by the insurance company, you will be enrolled in $750,000 of coverage. See Appendix A for details regarding the Statement of Health process.

2. Optional Spouse Life: You may elect coverage in $10,000 increments up to the Plan maximum of $100,000 when you are initially eligible. The following dependents are eligible to be covered under your Optional Spouse Life:

   a. Your Spouse. For purposes of this Plan, Spouse includes:

      (i) The individual to whom you are lawfully married; and

      (ii) Your common law spouse as established under the laws of a state in which common law marriage is legal and for which you provide confirmation of such common law marriage as required in the *Marathon Petroleum Affidavit of Common Law Marriage* form.

   b. Your Domestic Partner. Your qualified under-age-65 domestic partner ("DP"). You must meet the requirements established in the *Marathon Petroleum Company LP Affidavit of Domestic Partner Relationship* form prior to enrollment in order to cover your DP.

Up to $50,000 of Optional Spouse Life can be elected without providing a Statement of Health. If you apply for coverage in excess of $50,000, you are required to furnish evidence of insurability for your Spouse/DP by submitting a Statement of Health to the insurance company. While your Statement of Health is reviewed, your Spouse/DP will be enrolled in $50,000. See Appendix A for details regarding the Statement of Health process.

3. Optional Child Life: You may elect coverage in $10,000 increments up to the Plan maximum of $30,000 when you are initially eligible.

   For purposes of this Plan, the following are considered a Dependent Child and are eligible to be covered under your Optional Child Life through the end of the month during which they turn 26 years of age or as otherwise provided below:

   a. Your natural child/blood descendent to the first degree;

   b. Your legally adopted child (including a child living with you during the period of probation);

   c. Your stepchild;

   d. A child whose parents are both deceased and who permanently resides with you and for whom you have legal custody as determined by a court of competent jurisdiction;

   e. Children of your qualified under-age-65 DP. Employees must meet the requirement established in the *Marathon Petroleum Company LP Affidavit of Domestic Partner Relationship* form prior to benefit enrollment; and

   f. A disabled dependent who has reached age 26 and is incapable of self-support due to a mental or physical disability is an eligible dependent under the Plan if the child became disabled on or before the last day of the month during which the child turned age 26, was already covered under the Plan, and is primarily dependent on you for support.

      Primarily dependent means the child depends on you for more than 50% of his or her support and qualifies as a dependent under the Internal Revenue Code, as evidenced by you claiming the child as a dependent on your federal income tax return.

      Such a disabled dependent child may be eligible to have his or her coverage continued through the end of the month prior to the month in which the disabled dependent child attains age 65, provided the appropriate forms are submitted within 31 days of the last day of the month (including the last day) in which the disabled dependent child turned age 26.

IV. Covered Compensation

For purposes of this Plan, Covered Compensation is defined as the greater of:

A. Gross Pay for the twelve-month period from October 1 to September 30 immediately prior to each Plan Annual Enrollment period, with no adjustments applied for partial year earnings; or

B. Annualized Base Rate of pay (including Geographic Pay Differential) as of September 30 immediately prior to the annual enrollment period.

Gross Pay as used in this Plan means the compensation paid to an employee by the Company under rules uniformly applicable to all employees similarly situated, as follows:

A. Gross Pay includes Geographic Pay Differential, as well as employee contributions to the Marathon Petroleum Thrift Plan Pre-Tax Account, premiums paid through the Marathon Petroleum 125 Plan, and contributions to the Marathon Petroleum spending accounts.

B. Gross Pay excludes bonuses, suggestion awards, military pay, and travel pay; the overseas premium portion of the Foreign Service Premium, Location Premium Pay, Critical Position Premium, and other similar special payments are also excluded.

V. Cost of Coverage

A. Basic Life

The Company pays the full cost of coverage. Although there is no employee cost, if the amount of your Basic Life coverage exceeds $50,000, you may have imputed income and be subject to federal income taxes. You may also have imputed income under state and local tax laws. If this applies to you, the reportable amount of imputed income will be indicated on the W-2 form provided to you by the Company.

B. Optional Life

You pay the full cost of coverage on an after-tax basis; your monthly premiums are based on age and the amount of coverage elected, as provided below.

Note: The Plan Administrator may approve a change in premiums, provided such change is required, as evidenced by the insurance company.

1. Optional Employee Life:

The cost of your Optional Employee Life is determined based on the age-class you will be in on December 31 of the tax year for which coverage is in effect. Rates are as follows:

Age-Class	Rate Per $1,000 of Coverage Per Month
< 25	$0.025
25 – 29	$0.031
30 – 34	$0.041
35 – 39	$0.048
40 – 44	$0.052
45 – 49	$0.077
50 – 54	$0.119
55 – 59	$0.223
60 – 64	$0.343
65 – 69	$0.659
70 & Over	$1.138

2. Optional Spouse Life:

   The cost of your Optional Spouse Life is determined based on the age-class your Spouse/DP will be in on December 31 of the tax year for which coverage is in effect. Rates are as follows:

Age-Class	Rate Per $1,000 of Coverage Per Month
< 25	$0.032
25 – 29	$0.041
30 – 34	$0.053
35 – 39	$0.062
40 – 44	$0.068
45 – 49	$0.102
50 – 54	$0.156
55 – 59	$0.292
60 – 64	$0.451
65 – 69	$0.865
70 & Over	$1.495

3. Optional Child Life:

   The cost of your Optional Child Life is based on the amount of coverage you elect. Rates are as follows:

Coverage	Rate Per Month
$10,000	$0.89
$20,000	$1.78
$30,000	$2.67

   The cost of Optional Child Life is the same regardless of the number of Dependent Children you cover. For example, an employee covering one Dependent Child with $20,000 of coverage pays $1.78 per month, which is the same cost an employee covering five Dependent Children with $20,000 of coverage pays per month.

VI. Effective Date of Coverage

The effective date of your life insurance coverage is outlined below. In no event will coverage under this Plan commence prior to the date you are actively employed by the Company.

A. Basic Life

1. New Hires: Your coverage is effective on your first day of active employment.
2. Newly Eligible Due to Status Change: If you become eligible for coverage due to a status change, your coverage is effective on the date you changed to an eligible status.

3. Employment Changes Among Eligible Employee Subsets of Participating Companies and Organizations: You will remain a participant in this Plan at the same coverage amount in force at the time of your employment change.

B. Optional Life

The effective date of your Optional Life coverage depends on when you enroll and whether or not you are actively at work, as defined in Appendix B. In no event will coverage under this Plan commence prior to the date you are actively employed by the Company.

1. New Hires: As a new employee, you must elect coverage within 31 days of your hire date. Your coverage will be effective as of your date of hire, as long as enrollment is completed within this time period.

   If you apply for coverage in excess of the guaranteed amount ($750,000 for Employee Life or $50,000 for Spouse Life) and are required to submit a Statement of Health, the additional coverage will become effective on the date it is approved by the insurance company. See Appendix A for details regarding the Statement of Health process.

   If you enroll for Optional Spouse and/or Optional Child Life Insurance, the required documentation to establish dependent eligibility must also be submitted within 31 days of your hire date. Required documentation may include, but is not limited to, a marriage certificate or a birth certificate.

2. Newly Eligible Due to Status Change: If you become eligible for coverage due to a status change, you must elect coverage within 31 days of the date you changed to an eligible status. Your coverage will be effective as of the date your enrollment is completed, as long as it is completed within this time period.

   If you apply for coverage in excess of the guaranteed amount ($750,000 for Employee Life or $50,000 for Spouse Life) and are required to submit a Statement of Health, the additional coverage will become effective on the date it is approved by the insurance company. See Appendix A for details regarding the Statement of Health process.

3. Employment Changes Among Participating Companies and Organizations: You will remain a participant in this Plan at the same coverage amount in force at the time of your employment change.

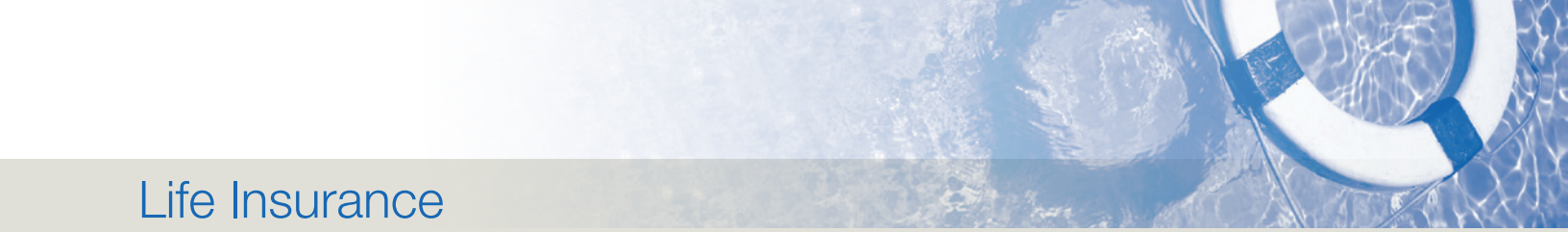
VII. Changes in Coverage

A. Basic Life

Your coverage amount is determined (as described in Section III) upon initial eligibility and each year at annual enrollment for the following calendar year. Once calculated, your coverage amount is in force for the entire calendar year and does not change throughout the year, even if your salary changes.

B. Optional Life

Once enrolled, changes can be made once each year during annual enrollment. You may only change your coverage outside of annual enrollment if you experience a qualifying event, subject to specific limits, as described below.



Life Insurance

The effective date of a change in coverage depends on the change being requested and whether or not you are actively at work, as defined in Appendix A.

1. Annual Enrollment: During annual enrollment, you can enroll for coverage for the first time, increase your current coverage, or decrease coverage, as provided below.

    a. Enroll for Coverage

        (i) Optional Employee Life: If you are not currently enrolled, you may enroll for the first time at one times your Covered Compensation up to $750,000, without submitting a Statement of Health.

        If your coverage exceeds $750,000, you will be required to furnish evidence of insurability by submitting a Statement of Health to the insurance company.

        You have the option to enroll for any amount of coverage from two to six times your Covered Compensation, but all elections greater than one times will require a Statement of Health.

        See Appendix A for details regarding the Statement of Health process.

        (ii) Optional Spouse Life: If you are not currently enrolled, you may enroll for the first time at $10,000, without submitting a Statement of Health.

        You have the option to enroll for any amount of coverage from $20,000-$100,000, but all elections greater than $10,000 will require you to furnish evidence of insurability for your Spouse/DP by submitting a Statement of Health.

        See Appendix A for details regarding the Statement of Health process.

        (iii) Optional Child Life: If you are not currently enrolled, you may enroll for the first time for any amount.

    b. Increase Current Coverage

        (i) Optional Employee Life: If you are currently enrolled, you may increase your coverage by one times up to $750,000, without submitting a Statement of Health.

        If your coverage exceeds $750,000, you will be required to furnish evidence of insurability by submitting a Statement of Health to the insurance company.

        You have the option to increase by any amount up to six times, but all elections greater than one times will require a Statement of Health.

        See Appendix A for details regarding the Statement of Health process.

        (ii) Optional Spouse Life: If you are enrolled, you may increase your coverage by one $10,000 increment up to $50,000, without submitting a Statement of Health.

        You have the option to increase by any amount up to $100,000, but all elections greater than $10,000 and/or over $50,000 will require you to furnish evidence of insurability for your Spouse/DP by submitting a Statement of Health.

        See Appendix A for details regarding the Statement of Health process.

(iii) Optional Child Life: If you are currently enrolled, you may add a new eligible Dependent Child(ren) and/or increase your coverage by any amount.

c. Decrease Current Coverage

You may decrease your Optional Employee, Optional Spouse, and Optional Child Life coverage by any amount.

d. Effective Date of Coverage

The effective date of new or increased coverage requested during Annual Enrollment will generally be the January 1 that immediately follows Annual Enrollment, unless:

(i) You are not actively at work (as defined in Appendix B) on the date the new or increased coverage would normally become effective, in this case January 1.

- If you are on a leave, including an intermittent leave for yourself and/or to care for a family member, your coverage will become effective after you are returned from leave and complete ten workdays.

  However, if you are on an approved leave for the reason of caring for a sick or injured family member and enroll for or increase your own level of coverage during Annual Enrollment, the new coverage is not subject to you being actively at work.

- Decreased coverage becomes effective on the January 1 immediately following Annual Enrollment, even if you are not actively at work.

(ii) The Optional Employee Life or Optional Spouse Life coverage you requested during Annual Enrollment requires a Statement of Health.

- If you made an election that requires a Statement of Health, as outlined above, you will be required to furnish evidence of insurability by submitting a Statement of Health to the insurance company before the new coverage amount will become effective.

  The additional coverage will become effective on the later of the January 1 immediately following Annual Enrollment or the date the additional coverage is approved by the insurance company.

- If you do not submit a Statement of Health within 60 days of your election and/or if it is not approved as satisfactory, your request for additional coverage will be cancelled and the amount of coverage that does not require a Statement of Health will remain in effect. For example:
  - One times above your current Optional Employee Life or $750,000; or
  - One level ($10,000) above your current Spouse Life or $50,000.

  During a future Annual Enrollment period you may once again request additional coverage by completing and submitting the required documentation for consideration.

2. Qualifying Event: If you experience a qualifying event, you may request a change in coverage within 31 days of the event. You can enroll for coverage for the first time, increase your current coverage, or decrease coverage, as provided below.

   The definition of a qualifying event is the same as defined in the Marathon Petroleum 125 Plan. Such events include, but are not limited to marriage, gain of a Dependent Child, or a change in employment status, including termination or loss of group coverage under an employer outside of MPC.

   For a qualifying event, you have 31 days, including the date of the event, to request a change in coverage; the required documentation to support your change in election must also be submitted within the 31 day period. Required documentation may include, but is not limited to, a marriage certificate, birth certificate, divorce decree, or proof of loss of coverage.

   a. Optional Employee Life

      (i) If you are not currently enrolled, you may enroll for the first time at one times your Covered Compensation up to $750,000, without submitting a Statement of Health.

      If your coverage exceeds $750,000, you will be required to furnish evidence of insurability by submitting a Statement of Health to the insurance company.

      You have the option to enroll for any amount of coverage from two to six times your Covered Compensation, but all elections greater than one times will require a Statement of Health.

      See Appendix A for details regarding the Statement of Health process.

      (ii) If you are currently enrolled, you may increase your coverage by one times up to $750,000, without submitting a Statement of Health.

      If your coverage exceeds $750,000, you will be required to furnish evidence of insurability by submitting a Statement of Health to the insurance company.

      You have the option to increase by any amount up to six times, but all elections greater than one times will require a Statement of Health.

      See Appendix A for details regarding the Statement of Health process.

      (iii) You may decrease your coverage by any amount.

   b. Optional Spouse Life

      (i) If you are not currently enrolled, you may enroll for the first time. The amount of coverage depends on the qualifying event that occurs.

      - Marriage: You may elect coverage for your Spouse in $10,000 increments up to $50,000 without providing a Statement of Health.

        You may elect coverage from $50,000 up to the Plan maximum of $100,000, but your election will require you to furnish evidence of insurability for your Spouse by submitting a Statement of Health. While your Statement of Health is reviewed by the insurance company, your Spouse will be enrolled for $50,000.

        See Appendix A for details regarding the Statement of Health process.

Note: You may elect Spouse Life coverage within 31 days of your date of marriage. Your Spouse will be covered during these 31 days at the lowest level; for coverage to continue beyond the first 31 days, you must enroll for Spouse Life within the allowable time period.

- Events other than Marriage: You may enroll for $10,000, without submitting a Statement of Health.

  You have the option to enroll for any amount of coverage from $20,000 – $100,000, but all elections greater than $10,000 will require you to furnish evidence of insurability for your Spouse/DP by submitting a Statement of Health.

  See Appendix A for details regarding the Statement of Health process.

(ii) If you are enrolled, you may increase your coverage by one $10,000 increment up to $50,000, without submitting a Statement of Health.

You have the option to increase by any amount up to $100,000, but all elections greater than $10,000 and/or over $50,000 will require you to furnish evidence of insurability for your Spouse/DP by submitting a Statement of Health.

See Appendix A for details regarding the Statement of Health process.

(iii) You may decrease your coverage by any amount.

c. Optional Child Life

(i) If you are not currently enrolled, you may enroll for the first time for any amount.

Note: If you become eligible for Child Life for the first time due to the live birth of your first Dependent Child, you may elect Child Life coverage within 31 days of the date of birth. Your Dependent Child will be covered during these 31 days at the lowest level; for coverage to continue beyond the first 31 days, you must enroll for Child Life within the allowable time period.

Similarly, if you become eligible for Child Life and your first Dependent Child is one other than a newborn child, you may elect Child Life coverage within 31 days of the child's qualification as a Dependent Child, as defined in Section III. Your Dependent Child will be covered during these 31 days at the lowest level; for coverage to continue beyond the first 31 days, you must enroll for Child Life within the allowable time period.

(ii) If you are currently enrolled, you may add a new eligible Dependent Child(ren) and/or increase your coverage by any amount.

Once you have elected Child Life, enrolled and certified at least one eligible Dependent Child, each succeeding Dependent Child will automatically be covered on the date that child qualifies as a Dependent Child.

However, it is advised that you complete the enrollment process to add each new Dependent Child to your Child Life and certify that child's eligibility. Otherwise, certification of the Dependent Child's eligibility will be required at the time of claim.

(iii) You may decrease your coverage by any amount.

d. Effective Date of Coverage

You must request a change in coverage within 31 days of the date of your qualifying event, as described above. The effective date of the new or increased coverage is the date you complete your enrollment, as long as it is completed within this time period, unless:

(i) Your qualifying event is birth or adoption.

Coverage added due to birth or adoption is effective as of the date of birth or adoption, as long as enrollment is completed within the allowable time period.

(ii) The Optional Employee Life or Optional Spouse Life coverage you requested requires a Statement of Health.

If the Optional Employee Life or Optional Spouse Life coverage you requested requires evidence of insurability, you will be required to submit a Statement of Health to the insurance company before your coverage will become effective. The additional coverage will become effective on the date the coverage is approved by the insurance company.

If you do not submit a Statement of Health within 60 days of your election and/or if it is not approved as satisfactory, your request for additional coverage will be cancelled and the amount of coverage that does not require a Statement of Health will remain in effect. For example:

– One times above your current Optional Employee Life or $750,000; or
– One level ($10,000) above your current Spouse Life or $50,000.

During a future Annual Enrollment period you may request additional coverage by completing and submitting the required documentation for consideration.

(iii) You are not actively at work (as defined in Appendix B) on the date the new or increased coverage would normally become effective.

If you are on a leave, including an intermittent leave, for yourself, your coverage will become effective after you are returned from leave and complete ten workdays.

If you are on a leave, including intermittent leave, for the reason of caring for a sick or injured family member, you are permitted to enroll an eligible Spouse/DP or Dependent Child as a result of a qualifying change in family or employment status, provided the eligible Spouse/DP or Dependent Child is not the family member being cared for.

If you do not request a change in coverage and provide the required documentation (if applicable) within 31 days of your qualifying event, you must wait until Annual Enrollment to request a change, unless you experience another qualifying event.

3. Terminating Coverage: You can elect to terminate your Optional Life coverage at any time. The effective date of the cancellation will be the date on which your request to terminate coverage is received by the Company.

VIII. Exclusions

There are no exclusions applicable to Basic Life or Optional Life coverage.

IX. Beneficiary

At the time you become enrolled in the Plan, you should designate a beneficiary to receive the benefit payable upon your death. The beneficiary for your Basic Life coverage may be the same or different than the beneficiary for your Optional Employee Life coverage and you may change your beneficiary at any time.

For Optional Spouse and Optional Child Life, you are the designated beneficiary for benefits payable under the Plan. If you are not surviving when a benefit becomes payable, such benefit will be paid to your estate.

Beneficiary designations and changes are made through the MetLife online beneficiary management system at www.mybenefits.metlife.com or by calling MetLife at 1-866-574-2864 to request a form.

No change in the beneficiary designation will be effective until it has been received and approved by MetLife.

The benefit amount payable upon your death will be paid to the last properly designated beneficiary according to MetLife's records. If there is no beneficiary designated or if your designated beneficiary is not surviving when a benefit becomes payable (date of death), benefits will be paid by survivor class, in the following order to your:

1. Spouse/DP;
2. Children (either natural born or adopted through a final adoption order issued by a court of competent jurisdiction prior to the date of the member's death) but specifically excluding stepchildren (acquired through marriage or certification of domestic partnership);
3. Parents;
4. Brothers and sisters; or
5. Executors or administrators of the insured's estate.

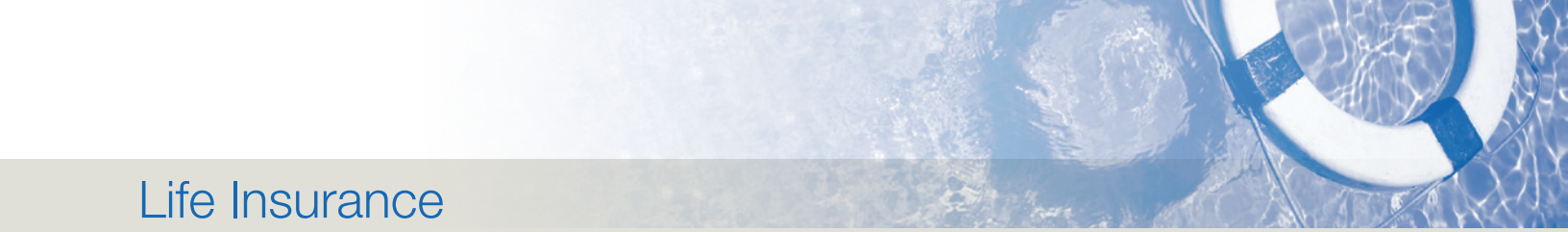
Once a benefit claim is approved, if the benefit amount payable to the beneficiary is $5,000 or more, the claim may be paid by the establishment of a Total Control Account or "TCA." MetLife will establish this interest-bearing account in the beneficiary's name, which provides immediate access to the entire amount of the insurance proceeds. The beneficiary may access the TCA balance at any time without charge or penalty, simply by writing drafts in an amount of $250 or more.

MetLife will pay interest on the balance in the TCA from the date it is established, and the account provides for a guaranteed minimum rate. Please note the TCA is not a bank account and not a checking, savings or money market account.

X. Continuation of Coverage on Leave or During a Work Stoppage*

If you are on an approved leave or subject to a work stoppage, your Basic Life and/or Optional Life coverage may be continued as provided below.

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



Life Insurance

For purposes of the Plan, the terms Educational Leave, Family Leave, Medical Leave, Military Leave, and Personal Leave are defined under the applicable Company leave policies for each type of leave. (For purposes of this Plan, a layoff is considered an approved leave.)

A. Basic Life

1. Your coverage continues, as follows:

   a. If you are on a Medical Leave of up to two years. Any further extension must be approved by the Plan Administrator.

   b. If you are on a Family Leave (including a leave designated as a "Wounded Warrior" status).

   c. If you are on a Military Leave of up to two years.

   d. During a work stoppage.

2. Your coverage terminates upon commencement of:

   a. A layoff;

   b. An Educational Leave; or

   c. A Personal Leave.

B. Optional Life

1. You may elect to continue your coverage (Employee, Spouse, and/or Child) upon payment of monthly premiums, provided you do not become eligible to participate in a similar group through another employer, as follows:

   a. If you are on a Medical Leave of up to two years. Any further extension must be approved by the Plan Administrator.

   b. If you are on a Family Leave (including a leave designated as a "Wounded Warrior" status).

   c. If you are on a Military Leave of up to two years.

   d. If you are on an Educational Leave.

   e. If you are on a Personal Leave.

   f. If you are on a layoff of up to three months.

   As long as you are receiving compensation, your premiums will be deducted while you are on leave.

   If you are not eligible for compensation, your premiums must be paid on or before the last day of each month in an amount equal to the premium for the following month's coverage plus any unpaid premiums up to and including the due date.

   Your coverage and premium amounts are based on the amount of coverage in force immediately prior to the commencement of the leave.

2. Your Optional Life coverage terminates upon the following:

   a. Your non-payment of premiums, if coverage is continued as described above;

   b. Your election to terminate coverage (**Note:** You must make an election to continue your coverage, otherwise, you are deemed to have elected to terminate the coverage.); or

   c. Your Military Leave exceeding two years.

   d. The start date of a work stoppage.

C. Reinstatement of Coverage

If your coverage ends while on an approved leave or a work stoppage, your coverage will be reinstated upon return to active employment, as follows.

1. If you are on a leave that meets the requirements of the Family and Medical Leave Act of 1993, as amended, and choose not to retain your Optional Life coverage, or if the Company discontinues your coverage as a result of your non-payment of premiums, you may request upon your return to work that coverage be restored to at least the same level and terms as were provided when your leave commenced, subject to any changes in benefit levels that may have taken place during the leave affecting the entire work force, unless otherwise elected by you. You will not be required to meet any qualification requirements such as a waiting period, pre-existing condition exclusion, waiting for annual enrollment, or passing a medical exam.

2. If you are on a leave that does **not** meet the requirements of the Family and Medical Leave Act of 1993, as amended, and choose not to retain your Optional Life coverage, or if the Company discontinues your coverage as a result of your non-payment of premiums, your coverage will not be restored upon your return to work to the same level and terms as were provided when your Leave commenced.

3. If you are on a Military Leave and choose not to retain your Optional Life coverage, or if the Company discontinues your coverage as a result of your non-payment of premiums, you may request upon your return to work that coverage be restored to at least the same level and terms as were provided when your leave commenced, subject to any changes in benefit levels that may have taken place during the leave affecting the entire work force, unless otherwise elected by you. For purposes of this Plan, you will not be required to meet any qualification requirements such as a waiting period, pre-existing condition exclusion, waiting for Annual Enrollment, or passing a medical exam.

   In addition, if your Military Leave exceeds two years, although your coverage will terminate, you may request upon your return to work that coverage be restored to at least the same level and terms as were provided when your leave commenced, subject to any changes in benefit levels that may have taken place during the leave affecting the entire work force, unless otherwise elected by you. For purposes of this Plan, you will not be required to meet any qualification requirements such as a waiting period, pre-existing condition exclusion, waiting for Annual Enrollment, or passing a medical exam.

4. If you are on a work stoppage, you may request upon your return to work that coverage be restored to at least the same level and terms as were provided when your leave commenced, subject to any changes in benefit levels that may have taken place during the leave affecting the entire work force, unless otherwise elected by you. You will not be required to meet any qualification requirements such as a waiting period, pre-existing condition exclusion, or waiting for annual enrollment.

XI. Termination of Coverage

A. Basic Life

Your coverage will terminate with any of the following events:

1. On the date you cease to be an eligible employee;
2. Upon your retirement;
3. On the first day of the month following the month in which the premium is due and not paid, unless such premium is received by the Company within 31 days after the due date; or
4. As specified in the "Continuation of Coverage" section above.

B. Optional Employee Life

Your coverage will terminate with any of the following events:

1. On the date you cease to be an eligible employee;
2. Upon your retirement;
3. On the start date of a work stoppage;
4. On the first day of the month following the month in which the premium is due and not paid, unless such premium is received by the Company within 31 days after the due date; or
5. As specified in the "Continuation of Coverage" section above.

C. Optional Spouse Life and Optional Child Life

Your coverage, if applicable, will terminate on the earliest of:

1. The date your employment ends;
2. On the start date of a work stoppage;
3. The date your Spouse/DP or Dependent Child(ren) ceases to be an eligible dependent, as defined in Article III above;
4. The first day of the month following the month in which the premium is due and not paid, unless such premium is received by the Company within 31 days after the due date; or
5. As specified in the "Continuation of Coverage" section above.

XII. Extension of Coverage

If you die within 31 days following termination of your Basic and/or Optional Employee Life, the amount of coverage in force at the time of the termination will be paid to your beneficiary. If a covered Spouse/DP or Dependent Child dies within 31 days following termination of Optional Spouse or Optional Child Life, the amount of dependent coverage in force at the time of the termination will be paid.

If you die within one year following the termination of your Basic and/or Optional Employee Life and have been totally disabled (as defined in the Marathon Petroleum Long Term Disability Plan) since the date of your termination, the amount of coverage in force at the time of termination will be paid to your beneficiary.

This extension of coverage is not applicable if you port or convert your group coverage, as described below.

XIII. Conversion and Portability

If your Basic and/or Optional Life insurance ends, you may apply for Conversion coverage or request Portability coverage for yourself and/or your covered dependents. You cannot convert and port the same type of coverage; you must apply to do one or the other.

A. Conversion

If your Basic Life and/or Optional Life coverage ends, you may apply to convert your coverage. Conversion allows you to convert your group life insurance coverage under this Plan to an individual life insurance policy, without providing evidence of insurability.

The following rules apply to the Conversion option:

1. You must apply for Conversion and pay the first premium within 31 days after the date your employment terminates, or you are no longer eligible to participate in coverage under the Plan.
2. The maximum amount that you may convert is the amount you are insured for under the Plan as an active employee, although a lower amount may be converted.
3. If you convert your coverage to an individual life policy, then later return to work at the Company, you are required to surrender the individual policy when you become eligible for group coverage upon your return to work.

Once coverage has been converted, the resulting insurance policy may not provide the same benefits or coverage as this Plan. The cost of the converted coverage will reflect the covered person's age, class of risk, and amount of coverage.

Optional Spouse Life and Optional Child Life may also be converted to an individual policy without providing evidence of insurability.

The following rules apply to the Conversion option for Optional Spouse and Optional Child Life:

1. The maximum amount of coverage that can be converted is the amount the Spouse/DP or Dependent Child is insured for under the Plan, although a lower amount of life insurance may be converted;

2. Optional Spouse and/or Child Life may be converted even if your Optional Employee Life is not converted.

Notice of Conversion Option

The insurance company will send you information about the Conversion option for your coverage. For more details about Conversion, including information about the cost of converted coverage, as well as Conversion options for Spouse Life and/or Child Life, contact the insurance company at 1-877-275-6387.

Conversion Application Period

If you are given notice of the option to convert within 15 days before or after the date your Basic Life and/or Optional Life coverage ends, you have 31 days from the date your coverage ends to apply for conversion. However, if this notice is dated more than 15 days from the date your coverage under this Plan ends, your application period is extended for an additional 15 days. In no event, however, will the application period for Conversion exceed 91 days from the date your Basic Life and/or Optional Life coverage under this Plan ends.

B. Portability

If your Basic Life and/or Optional Life coverage ends, you may request to port your coverage. Portability allows you to continue or "port" your coverage to a separate group policy, without providing evidence of insurability.

The following rules apply to the Portability option:

1. You must make a written request for portable coverage and pay the first premium within 31 days after the date your employment terminates or from the date you are no longer eligible to participate in the Plan.
2. The amount of ported employee coverage reduces to 50% of the original value at age 70.
3. Ported coverage terminates on the first day of the month following the employee's 100th birthday; ported Spouse Life coverage terminates at age 70; once ported, Child Life coverage terminates at age 25.

You are not eligible to request portable coverage if:

1. You have converted your insurance to an individual life policy under the terms of the Conversion option above; or
2. Your coverage ends because you failed to pay the required premium under the terms of the Plan.

You may also port your Optional Spouse Life or Optional Child Life without providing evidence of insurability if the covered dependent meets the following requirements:

1. Your Spouse/DP is less than age 70;
2. Your Dependent Child(ren) is less than 26.

Subject to the above rules and certain limitations, your dependents may be eligible to port their own coverage, as follows:

1. Upon loss of eligibility due to your death;
2. For a Spouse/DP, upon loss of eligibility due to divorce, dissolution of marriage, or loss of certified DP status; and
3. For a Dependent Child(ren), upon reaching the maximum age allowed under the Plan.

The amount of life insurance coverage that may be ported is as follows:

1. Employee Life: A minimum of $10,000, up to a maximum of the amount of coverage in force under this Plan at the time you port (Basic Life and Optional Employee Life combined) or $2,000,000 (whichever is less);
2. Optional Spouse Life: A minimum of $2,500 if porting Optional Employee Life or a minimum of $10,000 when Spouse Life is ported alone, up to a maximum of the amount of coverage in force under this Plan at the time it is ported or $100,000 (Whichever is less); and
3. Optional Child Life: A minimum of $1,000, up to a maximum of the amount of coverage in force under this Plan at the time it is ported or $30,000 (whichever is less).

If your Employee Life and/or your Spouse or Child Life coverage ends due to termination of this Plan or due to the amendment of this Plan to end the group coverage for an eligible class of which you are a member, the maximum amount of life insurance coverage that you may port is the lesser of:

1. The amount you and/or your Spouse/DP or Dependent Child are insured for when this Plan ends less the amount of life insurance for which you become eligible under any other group policy issued to replace this Plan; or
2. $10,000.

For more information or to request an application for portable coverage, call the insurance company at 1-877-275-6387.

XIV. Assignment of Benefits

You may assign your life insurance by completing and submitting the applicable form to the insurance company. No assignment will be in effect until a copy is filed with the insurance company.

An assignment will transfer your interest and that of any beneficiary to the assignee. If you assign your insurance, you irrevocably relinquish all ownership rights, including the right to change beneficiaries, increase coverage, decrease coverage and cancel coverage.

Once assigned, the assignee is given the right to make changes in the coverage. An Assignee may make changes during Annual Enrollment by providing a notarized statement that specifies the desired change in coverage, the insured's name, social security number or employee number and the assignee's name, address, telephone and social security number.

Any such assignment will remain in force until changed by the assignee. MetLife is not responsible for the validity or sufficiency of any assignment.

Since individual situations differ and tax laws are subject to change, the Company recommends you seek qualified tax advice before you assign any insurance.

Dependent coverage may not be assigned.

XV. Accelerated Benefit

If you become terminally ill while insured under this Plan, you may elect to receive an Accelerated Benefit of at least $10,000 up to 100% of the total of your Basic Life coverage, with a maximum of $1,000,000. You may also elect to receive an Accelerated Benefit of up to 100% of your Optional Life coverage, with a minimum of $10,000 and a maximum of $1,000,000.

An Accelerated Benefit is also available for Optional Spouse or Optional Child Life.

The Accelerated Benefit is available on a voluntary basis and your right to exercise the option to receive an Accelerated Benefit is contingent on the following:

1. You request this election in writing;
2. You have not previously assigned your coverage;
3. Your physician must certify in writing that you are terminally ill and your life expectancy has been reduced to less than 12 months;
4. The physician's certification must be deemed satisfactory to the insurance company; and
5. You must be terminally ill at the time of payment of the Accelerated Benefit.

Premium payments on the remaining amount of your life insurance coverage after you exercise this option will be waived.

An election to receive an Accelerated Benefit will have the following effect on other benefits:

1. The death benefit payable will be reduced by any amount of Accelerated Benefit that has been paid; and
2. Any amount of life insurance that may be available under conversion or portability will be reduced by the amount of the Accelerated Benefit paid. Any remaining life insurance amount will be paid according to the terms of the Plan subject to any reduction and termination provisions.

Any Accelerated Benefit may be taxable. Neither the Company nor MetLife is responsible for any tax or other effects of any Accelerated Benefit or other benefit paid. As with all tax matters, you should consult your personal tax advisor to assess the tax impact of any Accelerated Benefit.

XVI. MetLife Advantages

Refer to Appendix C for additional services that are part of the Plan and are included at no cost to you.

XVII. Benefit Claim Procedures

To file a claim, you must contact the Marathon Petroleum Benefits Service Center. "You" as used in this Plan's benefit claim and appeals procedures means you, your beneficiary, and any authorized representative as the context requires. The Benefits Service Center will assist you (or your survivor) with the claim filing process with MetLife.

MetLife will notify you of the claim determination within 90 days of the receipt of your claim. This period may be extended if such an extension is necessary due to matters beyond the control of the Plan. A written notice of the extension, the reason for the extension and the date by which the Plan expects to decide your claim, will be furnished to you within the initial 90-day period. However, if a period of time is extended due to your failure to submit information necessary to decide the claim, the period for making the benefit determination by MetLife will be tolled (i.e., extended) for any period of time MetLife is waiting for a response from you. The tolled (extended) time runs from the date the notice explaining the need for additional information is sent to you to the date MetLife receives a response. After the response, MetLife has the benefit of extension.

If your claim for benefits is denied, in whole or in part, you or your authorized representative will receive a written notice from MetLife of your denial. The notice will be written in a manner calculated to be understood by you and will include:

A. The specific reason(s) for the denial;

B. References to the specific Plan provisions on which the benefit determination was based;

C. A description of any additional material or information necessary for you to perfect a claim and an explanation of why such information is necessary;

D. A description of MetLife's appeals procedures and applicable time limits, including a statement of your right to bring a civil action under Section 502(a) of ERISA following your appeals; and

E. If an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

Appointment of Authorized Representative

As noted above, an authorized representative may act on behalf of a claimant with respect to a benefit claim or appeal under the Plan's claim and appeal procedures. No person will be recognized as an authorized representative until the Plan receives an Appointment of Authorized Representative form signed by the claimant.

An Appointment of Authorized Representative form may be obtained from, and completed forms must be submitted to, the Marathon Petroleum Benefits Service Center, 539 S. Main Street, Findlay, OH 45840, 1-888-421-2199, or the appropriate claims administrator. The form is also available on http://www.myMPCbenefits.com.

Once an authorized representative is appointed, the Plan will direct all information, notification, etc. regarding the claim to the authorized representative. The claimant will be copied on all notification regarding decisions, unless the claimant provides specific written direction otherwise.

A representative who is appointed by a court or who is acting pursuant to a document recognized under applicable state law as granting the representative such authority to act, can act as a claimant's authorized representative without the need to complete the form, provided the Plan is provided with the legal documentation granting such authority.

A claimant may also need to sign an authorization form for the release of protected health information to the authorized representative.

XVIII. Appeals of Denied Claims

If your claim for benefits is denied or if you do not receive a response to your claim within the appropriate time frame (in which case the claim for benefits is deemed to have been denied), you may appeal your denied claim in writing to MetLife within 60 days of the receipt of the written notice of denial or 60 days from the date such claim is deemed denied. You may submit with your appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

A full review of the information in the claim file and any new information submitted to support the appeal will be conducted by MetLife, utilizing individuals not involved in the initial benefit determination. This review will not accord any deference to the initial benefit determination.

MetLife will make a determination on your claim appeal within 60 days of the receipt of your appeal request. This period may be extended if MetLife determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that MetLife expects to render a decision will be furnished to you within the initial 60 day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled (i.e., extended) for any period of time MetLife is waiting for a response from you. The tolled (extended) time runs from the date the notice explaining the need for additional information is sent to you to the date MetLife receives a response. After the response, MetLife has the benefit of extension.

If the claim on appeal is denied in whole or in part, you will receive a written notification from MetLife of the denial. The notice will be written in a manner calculated to be understood by the applicant and will include:

A. The specific reason(s) for the adverse determination;

B. References to the specific Plan provisions on which the determination was based;

C. A statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request,

D. A description of MetLife's review procedures and applicable time limits;

E. A statement that you have the right to obtain upon request and free of charge, a copy of internal rules or guidelines relied upon in making this determination; and

F. A statement describing any appeals procedures offered by the Plan, and your right to bring a civil suit under ERISA.

If a decision on appeal is not furnished to you within the time frames mentioned above, the claim will be deemed denied on appeal.

Finality of Decision and Legal Action

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

XIX. Administration

Important Plan Administration Information	
Plan Name	Marathon Petroleum Life Insurance Plan
Plan Administrator (Agent for service of legal process)	Jonathan M. Osborne P.O. Box 1 539 South Main Street Findlay, OH 45839-01 Phone: 1-419-422-2121
Employer Identification Number	31-1537655
Type of Plan	Welfare Benefit Plan
Plan Sponsor	Marathon Petroleum Company LP 539 South Main Street Findlay, OH 45840
Plan Number	558
Inspection of Plan Documents	Plan documents may be inspected by making a request at any Company Human Resources office or by writing to: Marathon Petroleum Company LP Benefits Administration 539 South Main Street Findlay, OH 45840
Plan Year	January 1 through December 31.
Insurance Company	MetLife P.O. Box 6100 Scranton, PA 18505-6100 866-574-2864
Policy/Contract Number	37600

XX. Further Information

This text along with the more detailed provisions of the insurance contract issued to the Company provide the exact terms of the coverage of this Plan. The insurance contract with MetLife by reference as part of this Plan Document. The terms of the MetLife contract will prevail in the event of a conflict with any other Plan provision or other document. MetLife will make all determinations concerning eligibility for benefits under the Plan.

In determining the eligibility of participants for benefits and in construing the Plan's terms, the Plan Administrator (or the insurance company in cases where it has the authority to make determinations concerning eligibility for benefits) has the power to exercise discretion in the construction or interpretation of terms or provisions of the Plan, as well as in cases where the Plan instrument is silent, or in the application of Plan terms or provisions to situations not clearly or specifically addressed in the Plan itself. In situations in which they deem it to be appropriate, the Plan Administrator may, but is not required to, evidence:

A. The exercise of such discretion; or

B. Any other type of decision, directive or determination made with respect to the Plan, in the form of written administrative rulings, which, until revoked, or until superseded by Plan amendment or by a different administrative ruling, will thereafter be followed in the administration of the Plan.

All decisions of the Plan Administrator (or the insurance company in cases where it has the authority to make determinations concerning eligibility for benefits) made on all matters within the scope of his or her authority will be final and binding upon all persons, including the Company, any trustee, all participants, their beneficiaries, heirs and personal representatives, and all labor unions or other similar organizations representing participants. It is intended that the standard of judicial review to be applied to any determination made by the Plan Administrator will be the "arbitrary and capricious" standard of review.

XXI. Modification and Termination of the Plan

The Company reserves the right to modify or terminate this Plan, in whole or in part, at any time, in such manner, as it may determine, either alone or in conjunction with other plans of the Company. Modification or termination may be made by the Company for any reason.

XXII. Participation by Associated Companies and Organizations

Upon specific authorization and subject to such terms and conditions as it may establish, Marathon Petroleum Company LP may permit eligible employees of subsidiaries and affiliated organizations to participate in this Plan. Currently, these participating companies are Marathon Petroleum Company LP, Marathon Petroleum Corporation, Marathon Petroleum Service Company, Marathon Petroleum Logistics Services LLC, Marathon Refining Logistics Services LLC, and Tesoro Petroleum (Singapore).

XXIII. Change in Control Provisions

Employees who are eligible for a cash severance benefit under the Marathon Petroleum Change in Control Severance Benefits Plan and who satisfy all the requirements for Change in Control benefits will be eligible to receive extended coverage for 18 months as follows:

Eligible terminated employees (including those eligible to retire at the time of termination) who immediately prior to termination were enrolled in contributory age-based life insurance, have the opportunity to continue coverage under the terms and conditions of the Marathon Petroleum Life Insurance Plan as applied to active employees for a period of 18 months. The terminated employee will pay the active employee rate with respect to coverage during the 18 months following the termination date and, thereafter (if applicable), may apply for conversion or portability under provisions of the Plan.

XXIV. Your Rights Under Federal Law

As a participant in the Marathon Petroleum Life Insurance Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act ("ERISA"). ERISA provides that all plan participants are be entitled to:

Receive Information About Your Plans and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all plan documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive, as required by law, a summary of the Plan's annual financial report, if applicable.

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, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare 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 reports from the plans and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about 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.

Appendix A

Statement of Health

If you request Optional Employee Life Insurance or Optional Spouse Life Insurance that requires evidence of insurability, you must submit a Statement of Health to the insurance company before the additional coverage becomes effective.

- Any physical examinations or tests the insurance company requires as part of the Statement of Health process will be paid by the insurance company, provided such exam or test is performed by a firm that is approved by the insurance company.

  For all evidence of insurability purposes, any physical examinations or test performed by a physician of your choosing will be at your own expense if the insurance company does not approve the provider.

- Any statements and information that you provide as evidence of insurability and in completing the Statement of Health may be used as a basis for a denial of coverage within the first two years of the effective date of such coverage, including an increase in coverage levels, provided the statement is in writing and on a form that you signed and you or your beneficiary received a copy of such form. This means that MetLife may contest a claim for life insurance benefits based on such statements.

  For example, if a medical diagnosis listed as a cause of death is inconsistent with the statements made in completing the Statement of Health and in demonstrating insurability, MetLife may use those statements as a basis for denying or reducing life insurance benefits. After coverage has been in effect for two years, MetLife will not use such statements to contest or deny a claim for benefits.

While your Statement of Health is reviewed by the insurance company, you will be enrolled in (or will remain in) the coverage that is allowed without a Statement of Health and the additional coverage will become effective on the date it is approved by the insurance company

If you do not submit a Statement of Health within 60 days of the date you receive the form and/or if it is not approved as satisfactory, your request for additional coverage will be cancelled and the amount of Optional Employee Life or Optional Spouse Life coverage that does not require a Statement of Health will remain in effect. For example:

- One times above your current Optional Employee Life or $750,000; or
- One level ($10,000) above your current Spouse Life or $50,000.

Appendix B

Actively at Work

Actively at work means you are not on a leave, including intermittent leave, and are performing the usual and customary duties of your job on a Full-time or Part-time basis.

If you are not actively at work on the date the new or increased multiple of coverage for you and/or your covered dependents would normally become effective, coverage will become effective after you are returned from leave (including intermittent leave) and complete ten workdays.

A workday is defined as follows:

1. A workday is considered any day where an employee is actively performing his or her assigned responsibilities in accordance with his or her regular schedule;
2. A workday cannot have any paid/unpaid time off within the employee's schedule; otherwise, the day will not be considered a workday;
3. Leave of absence time (including any time while on an intermittent leave, regardless of the reason for the leave), will not be considered a workday;
4. Workdays do not need to be consecutive;
5. A sick day is one whereby the employee is absent for his or her entire daily schedule; and
6. Reduced work schedules approved by the Company Medical Director are not considered a workday.

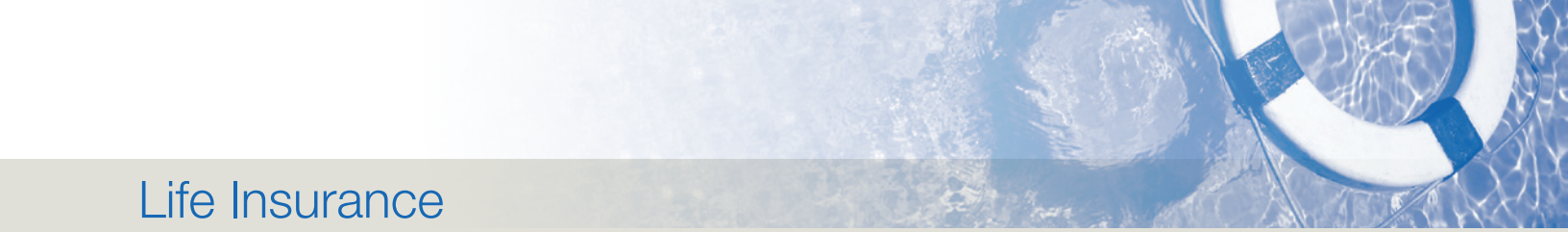
Appendix C

MetLife Advantages

The following services are included as part of the MetLife insurance policy used for this Plan and are available to you and your beneficiaries at no cost:

- **Grief Counseling and Funeral Assistance**[1] provides you and your beneficiaries access to up to 5 Grief Counseling sessions either face-to-face or over the phone and related concierge services to help cope with grief or mourning due to a death, an illness, a divorce, or loss of a job. Grief Counseling sessions provide valuable, confidential and professional support during a difficult time. Specialists can assist you, your loved ones, and/or your beneficiaries with customizing funeral arrangements through referrals and other resources.
- **Delivering the Promise** is designed to help beneficiaries sort through the details and serious questions about claims and financial needs during a difficult time. MetLife has an arrangement with specially-trained third party financial professionals to provide extra assistance as you file a claim.
- **Travel Assistance with ID Theft**[2] offers you and your family access to emergency services while traveling (domestically or internationally) plus the advantage of concierge assistance for personal and work-related travel and entertainment requests. Identity Theft Solutions is also available to help educate you on identity theft prevention and provide assistance that alleviates the stress victims of identity theft often face. Lastly, you also have access to Mobile Assist which provides information to help avoid expensive mobile telephone charges and help effectively use overseas options.
- **WillsCenter.com**[3] offers an online document preparation service that can help you or your Spouse/DP prepare a will, living will, power of attorney and HIPAA authorization form. The site is available 24 hours a day, 7 days a week and requires a simple one-time registration.
- **Funeral Discount and Planning Service**[4] provides up to 10% off the standard price for certain funeral expenses, including funeral, cremation, and cemetery services, when provided through a Dignity Memorial provider. Dignity Memorial provides planning services that are available online, via phone or by paper, and professional funeral consultants who are available 24/7 to guide you through the process. You also have unlimited access to Dignity's end-of-life planning tool and resource library, as well as bereavement travel services to assist with travel arrangements. These services and discounts are available to you, your Spouse/DP, and children as well as your parents, grandparents and great-grandparents.

See footnotes on page 29.



Life Insurance

The following additional services are available at no cost when you enroll for Optional Employee Life Insurance coverage:

- **Face-to-Face Will Preparation**[5] provides access to an attorney to help you or your Spouse/DP create a will or living will, modify an existing will and create a power of attorney document. In addition, you may access an attorney as many times as you need to make updates to these documents. Reimbursement is also available for out-of-network attorneys with set fees.
- **Face-to-Face Estate Resolution Services**[5] provides your beneficiaries and executors/ administrators access to face-to-face legal representation for probating your and your Spouse/DP's estate. Probate services include preparation of documents and representation at court proceedings needed to transfer the probate assets from the estate to the heirs, and completion of correspondence necessary to transfer non-probate assets.

Note: Employees who enroll only in Optional Spouse Life and/or Optional Child Life are not eligible for these benefits.

[1] Grief Counseling and Funeral Planning services are provided through an agreement with LifeWorks US Inc. LifeWorks is not an affiliate of MetLife, and the services LifeWorks provides are separate and apart from the insurance provided by MetLife. LifeWorks has a nationwide network of over 30,000 counselors. Counselors have master's or doctoral degrees and are licensed professionals. Subject to state regulatory approval, not approved in all states. The Grief Counseling program does not provide support for issues such as: domestic issues, parenting issues, or marital/ relationship issues (other than a finalized divorce). For such issues, members should inquire with their human resources department about available company resources. This program is available to insureds, their dependents and beneficiaries who must have received a serious medical diagnosis or suffered a loss that has occurred, meaning, the diagnosis or loss must have taken place (death in the family, job loss, a finalized divorce or separation). Events that may result in a loss are not covered under this program unless and until such loss has occurred.

[2] Travel Assistance and Identity Theft Solutions services are administered by AXA Assistance USA, Inc. Certain benefits provided under the Travel Assistance program are underwritten by Certain Underwriters at Lloyd's London (not incorporated) through Lloyd's Illinois, Inc. Neither AXA Assistance USA Inc. nor the Lloyd's entities are affiliated with MetLife, and the services and benefits they provide are separate and apart from the insurance provided by MetLife.

[3] WillsCenter.com is a document service provided by SmartLegalForms, Inc., an affiliate of Epoq Group, Ltd. SmartLegalForms, Inc. is not affiliated with MetLife and the WillsCenter.com service is separate and apart from any insurance or service provided by MetLife. The WillsCenter.com service does not provide access to an attorney, does not provide legal advice, and may not be suitable for your specific needs. Please consult with your financial, legal, and tax advisors for advice with respect to such matters.

[4] Services are provided through an agreement with SCI Shared Resources, LLC ("SCI"). SCI is not an affiliate of MetLife, and the services SCI provides are separate and apart from the insurance provided by MetLife. The Dignity Memorial brand name is used to identify a network of licensed funeral, cremation and cemetery providers that comprise the Dignity Memorial network. The Dignity Memorial network includes affiliates of Service Corporation International, 1929 Allen Parkway, Houston, Texas. Not yet available in some states. www.finalwishesplanning.com. Discounts through Dignity Memorial's network of funeral providers are pre-negotiated.

[5] Will Preparation and MetLife Estate Resolution Services are offered by MetLife Legal Plans. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and affiliates, Warwick, Rhode Island. For New York sitused cases, the Will Preparation service is an expanded offering that includes office consultations and telephone advice for certain other legal matters beyond Will Preparation. Tax Planning and preparation of Living Trusts are not covered by the Will Preparation Service. Certain services are not covered by Estate Resolution Services, including matters in which there is a conflict of interest between the executor and any beneficiary or heir and the estate; any disputes with the group policyholder, MetLife and/ or any of its affiliates; any disputes involving statutory benefits; will contests or litigation outside probate court; appeals; court costs, filing fees, recording fees, transcripts, witness fees, expenses to a third party, judgments or fines; and frivolous or unethical matters.