

Marathon Oil Company Adoption Assistance Plan

Current as of January 1, 2013

Adoption Assistance Plan

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Adoption Assistance Plan

This document serves both as the Plan instrument and the Summary Plan Description (SPD) for the Marathon Oil Company Adoption Assistance Plan that the Company is required to provide to Plan participants. To the extent not preempted by the Employee Retirement Income Security Act of 1974 (ERISA), the provisions of this instrument shall be construed and governed by the laws of the State of Texas.

I. Purpose

The Adoption Assistance Account may be used by any eligible employee and is available for the reimbursement of adoption-related expenses that qualify for favorable tax treatment under current federal legislation.

II. Eligibility

Regular Full-time and Regular Part-time employees with at least 12 months of service with the company and who worked at least one full day during the Plan Year in which eligible expenses are incurred are eligible for benefits under this Plan.

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. However, if your work schedule is reduced to 20 hours or more per week to accommodate a bona fide health problem or disability, you will nonetheless be considered to be employed on a Regular Full-time basis for purposes of Plan eligibility.

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

You are not eligible for this Plan if you are:

- A casual or common law employee who has not been designated by the Company as a Regular Full-time or Regular Part-time employee;
- An individual who has signed an agreement, or has otherwise agreed, to provide services to the Company as an independent contractor, regardless of the tax or other legal consequences of such an arrangement; or
- A leased employee compensated through a leasing entity, whether or not you fall within the definition of "leased employee" as defined in Section 414(n) of the Internal Revenue Code.

III. Enrollment

Employees do not enroll for participation in benefits under the Adoption Assistance Plan.

IV. Plan Benefits

The company will provide reimbursement according to the following provisions:

- The maximum reimbursement limit for the adoption of each child is \$7,500;
- There is no limit on the number of adoptions permitted;

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- The lifetime maximum reimbursement is \$15,000 (for purposes of this maximum, a husband and wife each employed by a Participating Company shall be recognized as having received the same adoption assistance reimbursement amount);
- Duplication of benefits is not permitted for a husband and wife each employed by a Participating Company;
- Reimbursement is non-taxable for federal income tax purposes but is subject to all applicable withholdings; and
- Reimbursement is not considered for Retirement or Thrift Plan purposes and does not affect any other benefit that is income-related.

Please refer to Appendix A for a list of eligible and ineligible expenses.

Note: The tax-free status of employer-provided adoption assistance reimbursement payments is “phased out” progressively for taxpayers with adjusted gross income (AGI) over \$182,180. See your tax advisor for details. Regardless of the tax treatment, the reimbursement will be provided.

V. Continuation of Participation

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

- A. Participation may continue if you are on any of the following leaves of absence:
- Military Leave during Operation Enduring Freedom;
 - Sick Leave;
 - Personal Leave;
 - Family Leave of 12 workweeks or less; and
 - Family Leave in excess of 12 workweeks.
- B. Participation terminates if you are on a leave of absence other than described in A, such as an Educational Leave.

VI. Reimbursement Requirements

- The adoption date must be legally effective (final) on or after January 1 of each Plan Year;
- Adoption expenses must be qualified as defined by the Internal Revenue Service under Internal Revenue Code Section 137; and
- Qualifying expenses for any Plan Year must be submitted: 1) no later than February 28 (generally faxed on or before February 28 or postmarked by February 25) of the calendar year following the Plan Year in which expenses are incurred, and 2) expenses will be reimbursed no later than March 15 of the calendar year following the calendar year the expenses were incurred.

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VII. Termination of Participation

Your eligibility to participate in the Plan shall cease on the earlier of:

- A. the date you cease to be eligible to participate; or
- B. the date on which your employment with the Company terminates; or
- C. the date on which your employer discontinues participation; or
- D. the date on which Marathon Oil Company terminates the Plan itself.

VIII. Adoption Assistance Reimbursement Procedure

When qualifying adoption expenses are incurred, a claim for reimbursement must be filed. Claims for reimbursement must be submitted no later than February 28 of the calendar year following the year the expenses are incurred. Claims will be reimbursed no later than March 15 of the calendar year following the calendar year the expenses are incurred. Contact Carewise/SHPS for instructions on how to file claims for reimbursement. If a claim for a Plan benefit is wholly or partially denied by Carewise/SHPS, Carewise/SHPS shall furnish notice of the decision to the Participant within a reasonable period of time after receipt of the claim.

Please contact Carewise/SHPS at 1-866-334-7888 for claim reimbursement instructions.

IX. Benefit Claims

A Participant, or if applicable, a beneficiary may file a written claim for a benefit (or an additional benefit) under the Plan by sending it to the attention of the Plan Administrator. If a claim for a Plan benefit is wholly or partially denied by the Plan, notice of the decision shall be furnished to the Participant by the Plan or Plan Administrator within a reasonable period of time after receipt of the claim, which notice shall include the following information:

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

The notice must be provided within 90 days of the date that the claim is received by the Administrator, unless special circumstances require an extension of the period for processing the claim. If such an extension is required, written notice of the extension shall be provided to the Participant prior to the expiration of the 90-day period. The written notice of the extension shall specify the circumstances that require the extension as well as the date upon which a final decision is expected. In no event is the extended period to exceed 90 days from the end of the initial 90-day period.



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X. Appeals of Denied Claims

A Participant or the Participant's duly authorized representative may appeal a denial of a claim by requesting a review by written application to the Plan Administrator or its designee not later than ninety (90) days after receipt by the Participant of written notification of denial of a claim. The Participant or the Participant's duly authorized representative:

- May review pertinent documents; and
- May submit issues and comments in writing. Failure to make written request for appeal within the 90 day period after the receipt of the Administrator's notice of denial of the claim shall render the Administrator's decision regarding the claim final, binding and conclusive on all parties.

A decision on review of a denied claim shall be made by the Plan Administrator not later than sixty (60) days after the Plan Administrator's receipt of a request for review, unless special circumstances require an extension of time for processing, for example, where there exists, a need to hold a hearing, in which case a decision shall be rendered within a reasonable period of time, but not later than one hundred twenty (120) days after receipt of a request for review. The decision on review shall be in writing and shall include the specific reason(s) for the decision and the specific reference(s) to the pertinent Plan provisions on which the decision is based. If an extension of time is required, the Participant shall be notified within the sixty-day period, that an extension is required. Questions regarding any the procedures discussed above may be directed to the Plan Administrator.

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XI. Administration of the Plan

Important Plan Administration Information	
Plan Name	Marathon Oil Company Adoption Assistance Plan
Plan Administrator (Agent for service of legal process)	R. L. Sovine, Jr. 5555 San Felipe Road Houston, TX 77253 Phone: (713) 629-6600
Employer Identification Number	25-1410539
Type of Plan	Welfare Benefit Plan
Plan Sponsor	Marathon Oil Company 5555 San Felipe Road Houston, TX 77253
Plan Number	527
Inspection of Plan Documents	Plan documents may be inspected by making a request at any Company Human Resources office or by writing: Marathon Oil Company Benefits Administration 5555 San Felipe Road Houston, TX 77253
Plan Year	The Plan Year is January 1 through December 31. Records are kept on a calendar year basis.
Recordkeeper	Carewise/SHPS P.O. Box 34700 Louisville, KY 40232 1-866-334-7888

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

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

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

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

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

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

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

XII. Further Information

A. Limitation Regarding Employment

Neither the existence of the Plan nor the fact that an employee becomes eligible for benefits provided under this Plan shall give any person any right to continued employment. Further, the Company may make decisions relating to an employee's employment without regard to the effect that such decisions may have on the employee's rights under the Plan.

B. Severability

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

C. Internal Revenue Service (IRS) Regulations

Employees are responsible for ensuring the expenses submitted for reimbursement under this program meet all of the eligibility requirements set forth under the Internal Revenue Service regulations. Deliberately providing false information could result in penalties imposed by the Internal Revenue Service. This text along with the more detailed provisions of the contract with Carewise/SHPS is incorporated by reference as part of this Plan Document. The terms of the contract prevails in the event of a conflict with any other plan provision or other document.

D. Unclaimed Payments

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

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E. Plan Administrator

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 of doubtful, disputed, or ambiguous terms or provisions of the Plan, in cases where the Plan instrument is silent, or in the application of Plan terms or provisions to situations not clearly or specifically addressed in the Plan itself. In situations in which they deem it to be appropriate, the Plan Administrator may evidence:

- (i) The exercise of such discretion; or
- (ii) Any other type of decision, directive or determination 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, shall 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 their authority shall be final and binding upon all persons, including the Company, any trustee, all participants, their 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 shall be the "arbitrary and capricious" standard of review.

XIII. Participation by Associated Companies and Organizations

Upon specific authorization and subject to any terms and conditions it may wish to establish, Marathon Oil Company may permit affiliated organizations to participate in this Plan. Currently, these participating companies include Marathon Oil Company, Marathon Oil Corporation, Marathon Oil Sands USA, Inc., and Marathon Service Company.

The term "Company" and other similar words shall include Marathon Oil Company and such affiliated organizations. The term "employee" and other similar words shall include any eligible employee of these companies.

XIV. Modification and Termination of the Plan

While the Company hopes that this Plan may be continued indefinitely, it is realized that conditions may change. The Company, therefore, reserves the right to modify or terminate this Plan, in whole or in part, in such manner, as it shall determine.

Marathon Oil Company ("the Company") may exercise its reserved rights of amendment, modification or termination:

- (i) By written resolution by the Board of Directors of the Company;
- (ii) By written resolution by the Executive Committee of the Board of Directors of the Company;

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- (iii) By written actions exercised by any other Committee, for example the Salary and Benefits Committee (the “Salary and Benefits Committee”), to which the Board of Directors of the Company or the Executive Committee of that Board has specifically delegated rights of amendment, modification or termination; or
- (iv) By written actions exercised by any other entity or person to which or to whom the Board of Directors of the Company or the Executive Committee of that Board has specifically delegated rights of amendment, modification, or termination.

In addition to the other methods of amending the Company’s employee benefit plans, policies, and practices (hereinafter referred to as “MOC Employee Benefit Plans”) which have been authorized, or may in the future be authorized, by the Marathon Oil Company Board of Directors, the Company’s Vice President of Human Resources may approve the following types of amendments to MOC Employee Benefit Plans:

- (i) With the opinion of counsel, technical amendments required by applicable laws and regulations;
- (ii) With the opinion of counsel, amendments that are clarifications of Plan provisions;
- (iii) Amendments in connection with a signed definitive agreement governing a merger, acquisition or divestiture such that, for MOC Employee Benefit Plans, needed changes are specifically described in the definitive agreement, or if not specifically described in the definitive agreement, the needed changes are in keeping with the intent of the definitive agreement;
- (iv) Amendments in connection with changes that have a minimal cost impact (as defined below) to the Company; and
- (v) With the opinion of counsel, amendments in connection with changes resulting from state or federal legislative actions that have a minimal cost impact (as defined below) to the Company.

For purposes of the above, “minimal cost impact” is defined as an annual cost impact to the Company per MOC Employee Benefit Plan case that does not exceed the greater of:

- (i) An amount that is less than one-half of one percent of its documented total cost (including administrative costs) for the previous calendar year; or
- (ii) \$500,000.

The Board of Directors of the Company or the Executive Committee of the Board has delegated to the Salary and Benefits Committee the authority to amend, modify, or terminate this Plan at any time. This authority delegated to the Salary and Benefits Committee shall be exercised in writing.

XV. Your Rights Under Federal Law

As a participant in the Marathon Oil Company Benefit Plans, you are entitled to certain rights and protections under the Employee Retirement Income Security Act (“ERISA”). ERISA provides that all plan participants shall be entitled to:

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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 reports (Form 5500 Series) filed by the plans with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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

Receive a summary of the plans' 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, as defined in this summary plan description, and if so, what your benefits would be at your normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you must work to earn a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the plans. The people who operate your plans, called "fiduciaries" of the plans, 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 (pension, welfare) benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a (pension, 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 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.

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Assistance With Your Questions

If you have any questions about your plans, you should contact the respective 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

Qualifying and Non-Qualifying Expenses

The following is not intended to be a complete list of Internal Revenue Service Qualifying Adoption Assistance Expenses and non-Qualifying Adoption Assistance Expenses. If you have questions concerning eligibility of adoption expenses for favorable tax treatment, contact your tax advisor.

Adoption Assistance Expenses Allowed by the IRS

- Reasonable and necessary adoption fees
- Reasonable and necessary court costs
- Reasonable and necessary attorney fees
- Reasonable and necessary traveling expenses, including amounts spent for meals and lodging while away from home
- Other expenses that are directly related to, and the principal purpose of which is for, the legal adoption of an eligible child

Adoption Assistance Expenses NOT Allowed by the IRS

- Expenses that violate state or federal law
- Expenses for carrying out any surrogate parenting arrangement
- Expenses for the adoption of a spouse's child
- Expenses allowed as a credit or deduction under any other federal income tax rule
- Expenses paid using funds received from any federal, state or local program

**Please contact Carewise/SHPS if you have questions.
1-866-334-7888**