

**Marathon Oil Company  
Contribution Conversion Plan**

**Current as of January 1, 2013**



# Contribution Conversion Plan

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# Contribution Conversion Plan

This document serves both as the Plan Instrument and the Summary Plan Description (SPD). The provisions of this instrument shall be construed and governed by the Internal Revenue Code of 1986 as amended and by the laws of the State of Ohio.

## I. Purpose

The purpose of the Marathon Oil Company Contribution Conversion Plan (“CCP” or “Plan”) is to permit the Company to reduce employees’ compensation by an amount equal to their member contribution(s) for coverage under any or all of the following group benefit plans (“Group Plans”) in which they are a member:

- A. Health Plan
- B. Dental Plans
- C. Accidental Death & Dismemberment Insurance Plan

The term “Group Plans” also includes Health Maintenance Organizations in which employees are members.

The purpose of the Plan is also to permit employees on a voluntary basis to elect to reduce their compensation by an amount equal to their member contributions for coverage under the Level Premium Life Insurance Plan.

*NOTE: CCP contributions are not available under the Age-Based Premium Life Insurance Plan.*

*NOTE: Contributions made under CCP are, for tax purposes, excluded from gross pay and are not taxable to the member. The primary taxes avoided under CCP are federal income, Social Security, and Medicare taxes. In addition, certain state, county, and local income taxes may be avoided depending on a member’s location. This reduction in gross pay lowers a member’s income for tax purposes and may affect Social Security benefit calculations.*

CCP is established pursuant to Section 125 of the Internal Revenue Code of 1986 (“Code”) and the regulations thereunder.

## II. Eligibility

An employee of the Company or a participating employer will automatically participate in CCP provided the employee is a member of the Health Plan, Dental Plans, or Accidental Death & Dismemberment Insurance Plan, is making contributions for coverage under such Group Plan(s), and is receiving compensation from the Company.

An employee of the Company or a participating employer is eligible to participate in CCP on a voluntary basis for the Level Premium Life Insurance Plan provided the employee is a member of the Level Premium Life Insurance Plan and is receiving compensation from the Company. The Level Premium Life Insurance Plan was closed to new members effective June 1, 1994, and eligibility is limited to employees who have been continuously insured under the Plan from June 1, 1984.



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For CCP purposes, an “employee” shall mean any individual who is employed by the Company. “Compensation” shall include pay for hours worked, pay for allowed hours, military leave allowance, commissions, overseas premiums, temporary hardship allowances, any other location premium approved by the Plan Administrator and 100% of bonus paid while a member of CCP; however, bonuses paid after a member retires or terminates, travel pay, and other similar special payments shall be excluded.

### **III. Participating in CCP**

Participation in CCP is automatic for participating members of the Health Plan, Dental Plans, and Accidental Death & Dismemberment Insurance Plan, and no completion of election forms is required.

Employees participate in CCP for the above Group Plans upon employment with the Company at the same time they elect to participate in any of the above Group Plans for which they are eligible. The effective date of participation in CCP is the same as the effective date of participation in the above Group Plan(s) pursuant to the provisions of the Group Plan(s).

This automatic enrollment also applies to individuals who have terminated employment and are re-employed by the Company within the same plan year.

Participation in CCP for the Level Premium Life Insurance Plan is entirely voluntary. To become a member with respect to the Level Premium Life Insurance Plan, the employee must properly complete and submit the required election form. (A “member” shall mean any employee who participates in CCP for at least one of the Group Plans or the Level Premium Life Insurance Plan (collectively, the “Eligible Plans”) on either an automatic or voluntary basis.) Such election form for the Level Premium Life Insurance Plan constitutes a written agreement between the member and the Company whereby the member authorizes the Company to reduce the member’s compensation by the amount of their contribution for coverage under the Level Premium Life Insurance Plan for the applicable pay periods.

#### **A. Annual Change Period**

Employees may elect a change in “participation status” in CCP (or elect to commence or revoke participation with respect to the Level Premium Life Insurance Plan) during a period of time designated as the “Annual Change Period” to be held each Plan Year at a time designated by the Plan Administrator. A change in “participation status” (or election to commence or revoke participation with respect to the Level Premium Life Insurance Plan) made during the Annual Change Period will be effective the first day of the Plan Year immediately following the Annual Change Period.

#### **B. Change in Family or Employment Status**

Employees may also elect a change in “participation status” or elect to commence or revoke participation in CCP for the Level Premium Life Insurance Plan if the election is due to and consistent with a “change in family or employment status.” For CCP purposes, a “change in family or employment status” includes the following events:



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1. You have a change in legal marital status, including marriage, death of a spouse, divorce, legal separation, or annulment.
2. You have a change in the number of your dependents, including birth, adoption, placement for adoption, or death of a dependent.
3. You, your spouse, or your dependent has a change in employment status, meaning termination or commencement of employment.
4. You, your spouse, or your dependent has a change in work schedule, including a reduction or increase in hours or a switch between part-time and full-time, that results in a change in eligibility under a Group Plan or commences or returns from an unpaid leave of absence.
5. Your dependent satisfies or ceases to satisfy the requirements for unmarried dependents.
6. You, your spouse, or your dependent has a change in residence or work site.
7. A judgment, decree, or order resulting from a divorce, legal separation, annulment, or change in legal custody requires a change in coverage for your dependent.
8. Such other events as the Plan Administrator shall determine qualify in accordance with Code Section 125 and the regulations or other guidance issued thereunder.

For CCP purposes, a change in “participation status” includes the following:

1. Commencing participation in a Group Plan(s).
2. Terminating participation in a Group Plan(s).
3. Changing coverage type from or to the following for the Group Plan(s) indicated.
  - a. Health Plan and Dental Plans:
    - “Employee Only” coverage
    - “Employee and Spouse” coverage
    - “Employee and Family” coverage, and
    - “Employee and Child(ren)” coverage.
  - b. Accidental Death and Dismemberment Insurance Plan:
    - “Employee Only” coverage
    - “Employee and Spouse” coverage
    - “Employee and Family” coverage, and
    - “Employee and Children” coverage.
4. Changing principal sum under the Accidental Death and Dismemberment Insurance Plan.

The Plan Administrator may also permit employees to elect a change in “participation status” in CCP during the Plan Year if, in the Plan Administrator’s opinion, there are significant cost and/or coverage changes to the Health Plan, an approved Health Maintenance Organization (HMO) offered through the Company, or the Dental Plan which provides coverage to the employee. In such a case, the employee may only make an election to change participation status in CCP for the affected Group Plan(s). This includes the following situations:

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- a. A managed care option needs to be terminated at a given location (because the option ceases to exist or the lack of an adequate provider network), or first becomes available to plan members to replace an existing indemnity option(s) at a given location. A managed care option includes, but is not limited to, an HMO, a Dental Maintenance Organization (DMO), a Point-of-Service (POS) Option area, and a Preferred Provider Organization (PPO) with or without a gatekeeper.
- b. An employee has moved into or out of an area where Dental Plan coverage is available through a DMO, and where Health Plan coverage is available through an approved HMO offered through the Company, a POS Option, or a PPO option.

The Plan Administrator may also permit employees to elect a change in “participation status” during the Plan Year if the change is due to and consistent with:

- a. A change made under another employer plan under which you, your spouse, or your dependent is eligible for coverage (including changes that occur because the period of coverage is different from the period of coverage under CCP); or
- b. A change in eligibility for coverage under Medicare or Medicaid for you, your spouse, or your dependent.

An election to change participation status made due to and consistent with a change in family or employment status or a significant cost or coverage change (collectively, a “qualifying change”) must be made in accordance with the provisions of the applicable Group Plan(s), but no later than 31 days after the qualifying change. In such a case, the effective date of the change is the same as the effective date of the change in participation status to the Group Plan(s), pursuant to the provisions of the Group Plan(s). The effective date of an election change with respect to the Level Premium Life Insurance Plan shall be the date upon which the required election form has been received and processed by the Company.

Irrevocable Election — Elections regarding participation status in the Group Plans included under CCP are irrevocable during the Plan Year in that employees may not:

- A. Change coverage types under the following Group Plan(s):
  1. Health Plan, an approved Health Maintenance Organization offered through the Company, and Dental Plans:
    - “Employee Only” coverage
    - “Employee and Spouse” coverage
    - “Employee and Family” coverage, and
    - “Employee and Child(ren)” coverage.
  2. Accidental Death and Dismemberment Insurance Plan:
    - “Employee Only” coverage
    - “Employee and Spouse” coverage
    - “Employee and Family” coverage and
    - “Employee and Children” coverage;

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- B. Change the principal sum under the Accidental Death and Dismemberment Insurance Plan; and
- C. Terminate participation in a Group Plan(s) included under CCP;

if they are making contributions to the Group Plan(s) under CCP, unless such actions are made due to and consistent with a qualifying change. (See Article IV.) Employees wishing to take such actions when there is not a qualifying change may only do so during the Annual Change Period.

An election to participate in CCP for the Level Premium Life Insurance Plan for any Plan Year is irrevocable for the entire Plan Year except when the employee has a change in family or employment status.

### **Example**

*An employee is a member of CCP for the CIGNA Dental PPO (Plan A) in which they have "Employee Only" coverage. During the Plan Year, the employee wishes to late enroll their children for the CIGNA Dental PPO (Plan A) (there is no change in family or employment status prompting this change). The employee will be denied permission to change coverage from "Employee Only" to "Employee & Child(ren)" or "Employee & Family" coverage since their election to participate in CCP with "Employee Only" coverage is irrevocable for the entire Plan Year (unless there had been a change in family or employment status). The employee must coordinate late enrolling their children (thus changing from "Employee Only" to "Employee & Child(ren)" or "Employee & Family" coverage) during the Annual Change Period.*

Elections regarding participation status under the Group Plan(s) included under CCP or elections to commence or revoke participation in CCP for the Level Premium Life Insurance Plan shall remain in effect for subsequent Plan Years, provided the member has not changed or revoked their election either during the Annual Change Period or as a result of a qualifying change.

Eligible employees wishing to commence or revoke participation in CCP for the Level Premium Life Insurance Plan must properly submit a completed election form to the Plan Administrator before the end of the Annual Change Period. Failure to do so will cause such employees to be ineligible to commence or revoke participation in CCP for the Level Premium Life Insurance Plan until they once again become eligible due to and consistent with a change in family or employment status or during the Annual Change Period for a subsequent Plan Year, whichever occurs first. Enrollment for CCP for the other Group Plan(s) is automatic and no election forms are required.

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By participating in CCP, a member's compensation is reduced by an amount equal to their member contributions for coverage under the applicable Eligible Plan(s) (and that amount is applied by the Company toward payment of such contributions for the applicable pay periods). Although the salary reduction is made under CCP, benefits will be provided by the applicable Eligible Plan(s) under which coverage is elected. The coverage types, principal sum, options, requirements for participating, and other terms and conditions of coverage and benefits under the Eligible Plans are set forth under the terms of the Eligible Plans, as amended from time to time. (To the extent necessary to interpret CCP, the benefit descriptions for such Eligible Plans, as amended from time to time, are hereby incorporated by reference into CCP.)

On a reasonable and consistent basis under procedures established by the Plan Administrator based on specific provisions of the Eligible Plans related to employee contributions, all affected members' elected or automatic contributions to CCP may be automatically increased or decreased.

**Participation in Suspense** — Members who are on an unpaid leave of absence from the Company and continue participation in a Eligible Plan pursuant to the terms of the individual Eligible Plan, will be considered members of CCP even though their participation in CCP is suspended for the period of time for which they are on the unpaid leave of absence, provided they were members immediately preceding their leave of absence. Upon returning to active employment, such employees will be considered members. They will not be considered members of CCP for the Level Premium Life Insurance Plan if they revoked their election to participate in CCP for that Plan upon commencement of the unpaid leave of absence pursuant to the provisions of Article IV.

*NOTE: Employees who are placed on an unpaid leave of absence from the Company may make a change to their elections upon commencement of the unpaid leave of absence, but may not make a change to their elections upon returning to active employment (see Article IV).*

### **IV. Making a Change in Election**

Except as provided in Article A below, a CCP election shall remain in effect for the entire Plan Year for which such election applies. Employees may make a CCP "change in election" during the Annual Change Period and such change in election shall be effective for the Plan Year immediately following the Annual Change Period.

For CCP purposes, a "change in election" shall mean:

1. An election to commence or revoke participation in CCP for the Level Premium Life Insurance Plan provided that if the election is not made during the Annual Change Period there is a corresponding change in participation status;
2. An election to change the amount of the salary reduction due to a change in participation status in a Group Plan(s);
3. An election to revoke participation in the Plan for a particular Group Plan(s) if the member is terminating coverage under that Group Plan(s).

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## **A. Change in Family or Employment Status**

Notwithstanding the foregoing, employees may make a change in election other than during the Annual Change Period if such change in election is due to and consistent with a change in family or employment status, provided a change in participation status under the Group Plan is also made at the same time. (As outlined in Article III.)

The Plan Administrator may also permit employees to make a change in election other than during the Annual Change Period if, in the Plan Administrator's opinion, there are significant cost and/or coverage changes to the Health Plan, an approved Health Maintenance Organization (HMO) offered through the Company, or the Dental Plan which provides coverage to the employee. In such a case, the employee may only make a change in election to the affected Group Plan(s). This includes the following situations:

- a. A managed care option needs to be terminated at a given location (because the option ceases to exist or the lack of an adequate provider network), or first becomes available to plan members to replace an existing indemnity option(s) at a given location. A managed care option includes, but is not limited to, an HMO, a Dental Maintenance Organization (DMO), a Point-of-Service (POS) Option area, and a Preferred Provider Organization (PPO) with or without a gatekeeper.
- b. An employee has moved into or out of an area where Dental Plan coverage is available through a DMO, and where Health Plan coverage is available through an approved HMO offered through the Company, a POS Option, or a PPO option.

The Plan Administrator may also permit employees to make a change in election other than during the Annual Change Period if the change is due to and consistent with:

- a. A change made under another employer plan under which you, your spouse, or your dependent is eligible for coverage (including changes that occur because the period of coverage is different from the period of coverage under CCP); or
- b. A change in eligibility for coverage under Medicare or Medicaid for you, your spouse, or your dependent.

The Plan Administrator may require that the member submit satisfactory proof that the qualifying change occurred prior to permitting a change in election under CCP.

## **B. Effective Date of Change in Election**

A CCP change in election made due to and consistent with a qualifying change in conjunction with a change in participation status must be made at the same time as the change in participation status in the Group Plan(s) and in accordance with the provisions of the applicable Group Plan(s), but no later than 31 days after the change in family or employment status. In such a case, the effective date of the change in election is the same as the effective date of the change in participation status to the Group Plan(s), pursuant to the provisions of the Group Plan(s). The effective date of an election change with respect to the Level Premium Life Insurance Plan shall be the date upon which the required election form has been received and processed by the Company.

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## **Example**

*An employee is in CCP for the Health Plan, in which she has “Employee Only” coverage. The employee gives birth to a child on July 1 and subsequently enrolls her child for coverage under the Health Plan effective July 1. The employee may then elect to change her CCP participation for the Health Plan since her “change in election” is due to and consistent with a “change in family or employment status” and is made in conjunction with a change in participation status.*

If an employee fails to make a change in election within 31 days after a qualifying change, the employee may not make a change in election until they again become eligible as a result of a subsequent qualifying change or the next Annual Change Period, whichever occurs first.

If an employee has waived or revoked CCP participation for the Level Premium Life Insurance Plan, such waiver or revocation shall remain in effect for subsequent Plan Years provided the employee has not made a proper election to participate in CCP for that Plan during a period of eligibility, as outlined in Article III.

## **V. Termination of Participation**

Participation in CCP shall cease on:

- A. The date the member ceases to be eligible to participate in CCP;
- B. The effective date of a revocation of participation (see Article IV);
- C. The date the employee terminates employment with the Company;
- D. The effective date of the termination of a Group Plan (participation would cease for the affected Group Plan only); or
- E. The date on which a participating company discontinues participation or the Company terminates CCP itself.

*NOTE: A CCP member may not terminate participation in any Group Plan(s) during the Plan Year except due to and consistent with a qualifying change as defined in CCP. To terminate participation, for reasons other than a qualifying change, a member must make such election during the Annual Change Period.*

A member who ceases participation in CCP for the Level Premium Life Insurance Plan shall be eligible to participate in CCP by making an election to participate during a period of eligibility or a subsequent Annual Change Period.

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## **VI. Limitation of Benefits for Highly Compensated and Key Employees**

It is the intent of the Company that the election made by an employee under CCP shall not result in taxable income merely due to the available election and that all benefits provided under any election under CCP be nontaxable as permitted under Code Section 125, other Sections of the Code, and other applicable regulations. To the extent that it is necessary to preserve the nontaxable nature of elections made by Highly Compensated Members, Highly Compensated Employees, or Key Employees (as defined under Code Section 125(e)(1), Code Section 414(q), and Code Section 416(i) and regulations thereunder), the Company reserves for itself the right to: (1) limit benefits provided to Key Employees to no more than 25 percent of the aggregate of such benefits provided to all employees under CCP; (2) provide CCP to a group or classification of employees which the Internal Revenue Service shall not find discriminatory in favor of Highly Compensated Employees or Highly Compensated Members; and (3) limit the contributions or benefits provided to Highly Compensated Employees so as to avoid discrimination in favor of that group.

## **VII. Plan Year**

For CCP purposes, a Plan Year shall be defined as the period from January 1 of any calendar year through December 31 of the same year.

## **VIII. Claim Procedures**

Claims for benefits under CCP shall be filed with or mailed to the Company's local Human Resources office or to Benefits Administration, Marathon Oil Company, 539 South Main Street, Findlay, Ohio 45840. Written notice of the disposition of a claim shall be furnished to the claimant within 60 days after the claim is filed. In the event the claim is wholly or partially denied, the reasons for the denial shall be specifically set forth in writing, and:

- A. Pertinent provisions of the CCP text shall be cited;
- B. A description of any additional material or information necessary for the claimant to request a review of the claim and an explanation of why such material or information is necessary will be provided; and
- C. An explanation as to how the claimant can request a review of the claim will be given.

## **IX. Claim Review Procedures**

Any claimant, or the claimant's duly authorized representative, who, after being denied a claim for benefits in whole or in part, may request a review by the Plan Administrator by filing with or mailing to the Plan Administrator within 65 days after the notice of denial has been received by the claimant, a written request for such review. The claimant or duly authorized representative may review pertinent documents and submit issues and comments in writing within the same 65-day period. The Plan Administrator shall make a full and fair review and the claimant shall be given written notice of the decision within 60 days after receipt of such request. The written notice shall include specific reasons for the decision and specific references to the pertinent CCP provisions on which the decision is based.

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## X. Administration of CCP

The formal name of this plan is the Marathon Oil Company Contribution Conversion Plan. The employer of the employees covered by CCP is the Plan Sponsor, Marathon Oil Company, 5555 San Felipe Street, Houston, TX 77056. CCP is a cafeteria plan under Section 125 of the Internal Revenue Code and is administered by the Plan Sponsor, Marathon Oil Company. Marathon's employer identification number is 25-1410539 and the plan number is 505. Plan documents may be inspected by submitting a request to your local Human Resources office or to Marathon Oil Company, Benefits Administration, 539 South Main Street, Findlay, Ohio 45840. The Plan Year ends on December 31, and the plan's records are kept on a calendar year basis.

The Plan Administrator is Eileen M. Campbell, 5555 San Felipe Street, Houston, TX 77056 (phone 713-629-6600). The Company shall appoint such assistant administrators as may be deemed necessary. The Plan Administrator shall be responsible for the administration and interpretation of the plan.

In determining the eligibility of employees and in construing CCP's terms, the Plan Administrator has the power to exercise discretion in the construction of doubtful, disputed, or ambiguous terms or provisions of CCP 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.

In addition to the other methods of amending Marathon's employee benefit plans, practices, and policies (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) \$100,000.

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

All costs and expenses incurred in administering CCP shall be paid by the Company.

Any discretionary acts taken under CCP by the Plan Administrator or the Company shall be uniform in their nature and shall be applicable to all members 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 the Plan Administrator shall be the "arbitrary and capricious" standard of review.

CCP 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 CCP shall be governed by the laws of the State of Ohio. 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 members and beneficiaries, their heirs and personal representatives, and all labor unions or other similar organizations representing members.

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

## **XI. Further Information**

### **A. Limitation Regarding Employment**

Neither the existence of CCP nor the fact that an employee has become a member of CCP 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 which such decisions may have on the employee's rights under CCP.

### **B. No Interest or Earnings**

No interest or earnings of any type shall accrue, be credited to, or be payable on any amounts that are credited on behalf of a member under CCP or any supplement thereto.

### **C. Severability**

In case any CCP 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.

### **D. Forfeitures**

Any amount allocated on behalf of a member shall be forfeited by the member and restored to the Company if it has not been applied to provide the elected benefit for any Plan Year by the 90th day following the end of the Plan Year for which the election was effective. Amounts so forfeited shall be applied by the Company to reduce future costs.



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### **XII. Participation by Other Employers and Employees**

Upon specific authorization and subject to such terms and conditions as it may establish, Marathon Oil Company may permit subsidiaries and affiliated organizations to participate in this Plan. Currently, these participating companies include Marathon Oil Company, Marathon Oil Corporation, MOC Administration LLC, Marathon Service Company, Marathon Petroleum Company LLC, Marathon Pipe Line LLC, and Catlettsburg Refining LLC.

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.

### **XIII. Modification and Discontinuance of CCP**

While the Company hopes that CCP may be continued indefinitely, it is realized that conditions may change. The Company, therefore, reserves the right to modify (either retroactively or prospectively) or terminate this plan, in whole or in part, in such manner as it shall determine, either alone or in conjunction with other plans of the Company under the Internal Revenue Code or to comply with applicable state or federal regulations. Such modification or termination can be applied, at the sole discretion of the Company, to any or all members.

### **XIV. Effective Date of CCP**

CCP was initially effective April 1, 1990. An election to participate in any one or all of the following group benefit plans (“Group Plans”) constitutes an automatic election by the employee under the terms of CCP to reduce their compensation by an amount equal to their member contribution(s) for coverage under the respective Group Plan(s) elected:

- A. Health Plan,
- B. Dental Plans,
- C. Accidental Death & Dismemberment Insurance Plan.

*NOTE: At any given time, amendments to the plan document may have been adopted by the Company which have not yet been reflected in the copy of the plan document contained in this notebook. Copies of any such amendments will be sent to you if you send a written request for them addressed to the Plan Administrator. In addition, from time to time the Plan Administrator may evidence the exercise of their discretion on plan matters in the form of written “Administrative Rulings.” Copies of any such rulings will also be sent to you if you send a written request for them addressed to the Plan Administrator.*

*The Plan Administrator may assess a reasonable charge to provide any requested copies.*