Marathon Oil Company Change in Control Severance Benefits Plan

Current as of January 1, 2013

Please note, the Marathon Oil Company Change In Control Severance Benefits Plan ("Plan") is based on the occurrence of a Change in Control. In the event of a Change in Control, this Plan would provide the availability of specific enhanced severance benefits for eligible terminations during the two-year period following the date of a Change in Control. The term "Change in Control" is defined in the Definitions section of this Plan.

Marathon Oil Corporation™

Change in Control Severance Benefits Plan

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1. Purpose of the Plan

The purposes of the Marathon Oil Company Change in Control Severance Benefits Plan (the "Plan") are:

To make Severance Benefits available to certain eligible employees that will financially assist with their transition following certain terminations of employment following a Change in Control while the Plan is in effect; and

To resolve any possible claims arising out of employment, including its termination, the plan will provide such employees with severance benefits in return for a waiver and release from liability.

If an employee qualifies for a benefit under this Plan, payments under this Plan are voluntary on the part of the employer, and are not required by any legal obligation other than the Plan itself.

This Plan represents an amendment and restatement of all prior severance plans, practices or policies in effect with the MOC Group (as defined below) or an Affiliate (as defined below) as of the effective time hereof with respect to Employees (as defined below), other than (i) the Executive Change in Control Severance Benefits Plan; (ii) individual contracts providing for severance benefits and (iii) prior to a Change in Control (as defined below), the Termination Allowance Plan. All such prior severance plans, practices and policies are hereby superseded by this Plan, discontinued and terminated with respect to Employees grade 18 and below.

This Plan is not intended to amend, restate, or supersede the Termination Allowance Plan prior to a Change in Control.

2. Definitions

As used in this Plan, the following terms shall have the following meanings (and the singular includes the plural, unless the context clearly indicates otherwise):

Affiliate: Means the Company and each related company or business which is part of the same controlled group under Code Sections 414(b) or 414(c); provided that where specified by the Company in accordance with Code Section 409A, in applying Code Section 1563(a)(1) – (a)(3) for purposes of determining a controlled group of corporations under Code Section 414(b) and in applying Treasury Regulation Section 1.414(c)-2 for purposes of determining whether trades or businesses are under common control under Code Section 414(c), the phrase "at least 50 percent" is used instead of "at least 80 percent."

Annual Base Compensation (for Severance calculation):

The total of:

i. For exempt employees of MOC, current monthly base salary, multiplied by 12.84 (0.84 to reflect what would have been the MOC Group contributions assuming the Employee elected to contribute to the Savings Plan at a 7% level) (for hourly and non-exempt employees, base pay plus overtime pay over the most recent 12 months, divided by 12, will be substituted for monthly base salary); and

ii. Bonus payments paid during the past 12 months.

Bonus: Cash payments pursuant to an annual incentive compensation plan or arrangement.

Cause: Separation from Service due to unacceptable performance, gross misconduct, gross negligence, material dishonesty, material acts detrimental or destructive to the MOC Group or its Affiliates, employees or property, or any material violation of the policies of the MOC Group or its Affiliates.

Change in Control: For purposes of this Agreement, a "Change in Control" of MRO and "Change in Control" shall mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with respect to MRO whether or not MRO is then subject to such reporting requirement; provided, that, without limitation, such a Change in Control shall be deemed to have occurred if:

i. any person (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) (a "Person") is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of MRO (not including in the amount of the securities beneficially owned by such person any such securities acquired directly from MRO or its affiliates) representing twenty percent (20%) or more of the combined voting power of MRO's then outstanding voting securities; provided, however, that for purposes of this Agreement: (i) the term "beneficial owner" shall not include any institution registered as an investment adviser under Section 203 of the Investment Advisers Act of 1940, as amended, or under the laws of any state which (A) holds the securities for the benefit of third parties or in customer of fiduciary accounts in the ordinary course of business (or in the case of an employee benefit plan, allocates the securities to plan participants where participants have voting power) as long as such shares are acquired by the investment adviser without the purpose or effect of changing or influencing control of MRO or engaging in any arrangement subject to Rule 13d-3(b) of the Exchange Act; and (B) disclaims beneficial ownership in accordance with Rule 13d-4 of the Exchange Act in a filing with the Securities and Exchange Commission; and (ii) the term "Person" shall not include (A) MRO or any of its subsidiaries, (B) a trustee or other fiduciary holding securities under an employee benefit plan of MRO or any of its subsidiaries, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) a corporation owned, directly or indirectly, by the stockholders of MRO in substantially the same proportions as their ownership of stock of MRO; and provided, further, however, that for purposes of this paragraph (i), there shall be excluded any Person who becomes such a beneficial owner in connection with an Excluded Transaction (as defined in paragraph (iii) below); or

ii. the following individuals cease for any reason to constitute a majority of the number of directors of MRO then serving: individuals who, on the date hereof, constitute the Board of Directors (Board) of MRO and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest including, but not limited to, a consent solicitation, relating to the election of directors of MRO) whose appointment or election by the Board of MRO or nomination for election by MRO's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors of MRO then still in office who either were directors of MRO on the date hereof or whose appointment, election or nomination for election was previously so approved or recommended; or

iii. there is consummated a merger or consolidation of MRO or any direct or indirect subsidiary thereof with any other corporation, other than a merger or consolidation (an “Excluded Transaction”) which would result in the voting securities of MRO outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving corporation or any parent thereof) at least fifty percent (50%) of the combined voting power of the voting securities of the entity surviving the merger or consolidation (or the parent of such surviving entity) immediately after such merger or consolidation, or the shareholders of MRO approve a plan of complete liquidation of MRO, or there is consummated the sale or other disposition of all or substantially all of MRO’s assets.

COBRA: The Consolidated Omnibus Budget Reconciliation Act of 1985 as amended from time to time, currently embodied in Code Section 4980B, which provides for continuation of group health plan coverage in certain circumstances.

COBRA Rate: The cost of continued coverage under COBRA, that currently being one hundred two percent (102%) of the full group rate (including the employee’s share and the employer’s share of the group coverage cost and a two percent (2%) administrative fee).

Code: The Internal Revenue Code of 1986, as amended.

Company: Marathon Oil Company.

Comparable Employment: Employment with the MOC Group or any Affiliate, or any entity or person who is a party to the transaction which constitutes a Change in Control (or an affiliate of such entity or person), that (i) (A) with respect to exempt employees provides an annual base salary not materially less than the annual base salary of the Employee’s then current employment or (B) with respect to non-exempt employees provides an hourly wage rate and an opportunity for total hours of service that is not materially less than the opportunity for total hours of service of the Employee’s then current employment and (ii) either (A) is at a location that is not more than 35 miles from the principal place of employment for the Employee on the Employee’s Notice Date or (B) the Employee is offered a transfer subject to provisions of a relocation assistance plan that is essentially equal to or greater than the Marathon Oil Company Relocation Assistance, whichever would be applicable to the Employee immediately prior to the Change in Control, as determined by the Plan Administrator for such plan. Employment or an offer of employment will be deemed to be “Comparable Employment” unless the Employee provides written notice to the Company within 30 days after the employment or offer of employment describing the circumstances by which the Employee claims such employment is not “Comparable Employment,” and, within 60 days of such notice, the Company fails to cure the circumstances that cause such employment not to be “Comparable Employment.” Extension of the Employee’s Target Separation from Service Date by mutual agreement shall not be considered “Comparable Employment.”

Disability: Disability within the meaning of the Long Term Disability Plan maintained by the MOC Group.

Eligible Employee: An Employee described in Section 3(a) of this Plan.

Employee: Any person who is an active, regular full-time or part-time U.S. payroll employee of the MOC Group, but excluding (i) any person the terms of whose employment is governed by a collective bargaining agreement unless specifically included as a result of a negotiated agreement with the applicable collective bargaining unit, (ii) any individual on Family Leave in excess of 12 workweeks, Personal Leave, Educational Leave or returning from any one of these three types of leaves, (iii) casual employees, (iv) any individual retained under an agreement that designates such individual as a non-employee or whose compensation is not reported on Form W-2, even if such individual is later re-classified as a common law employee of the MOC Group or an Affiliate, and (v) grade 19 and above employees of the MOC Group.

ERISA: The Employee Retirement Income Security Act of 1974, as amended.

MOC Group: MRO, the Company and their wholly owned U.S. subsidiaries, and any successor thereto.

MRO: Marathon Oil Corporation and any successor thereto.

Notice: A written notice provided to an Employee stating that the employment of the Employee will be terminated, specifying the Employee's Target Separation from Service Date and stating that the Employee is eligible for participation in this Plan.

Notice Date: The date on which an Employee receives a Notice.

Participant: An Eligible Employee who meets the requirements set forth in Section 3(b) of this Plan.

Plan: This, the Marathon Oil Company Change in Control Severance Benefits Plan as may be amended from time to time.

Plan Administrator: The Salary and Benefits Committee appointed by the Board of Directors of Marathon Oil Corporation.

Savings Plan: The applicable of the Marathon Oil Company Thrift Plan as this plan may be amended from time to time or any successor thereto.

Separation from Service Date: The date on which an Employee has a Separation from Service.

Service: The years and months of service with the MOC Group and its Affiliates credited to the employee on the Employee's Separation from Service Date, as determined in accordance with the MOC Group's Employee Service Plan.

Severance Benefits: Benefits described in Section 5 of this Plan.

Target Separation from Service Date: The date specified in the Employee's Notice as his/her Separation from Service Date, provided that the MOC Group and the Employee may mutually agree to extend the Target Separation from Service Date.

Termination Allowance Plan: The Marathon Oil Company Termination Allowance Plan or any similar arrangement, as may be amended from time to time.

Waiver and Release: The legal document in which an Employee, in exchange for Severance Benefits under the Plan, among other things, releases the MOC Group and all of the Affiliates, their directors, officers, employees and agents, their employee benefit plans, and the fiduciaries and agents of said plans from liability and damages in any way related to the Employee's employment with or separation from employment with the MOC Group or any of its Affiliates.

WARN: The Workers Adjustment Retraining and Notification Act of 1988.

WARN Period: The 60-day period designated as the WARN Period in an Employee's Notice. The WARN Period will be equal to 8 weeks for purposes of any set off or reduction of an Employee's Severance Benefit.

Weekly Base Compensation: The Employee's Annual Base Compensation divided by 52.

3. Participation

A. Eligible Employees

An Employee shall be eligible to become a Participant in the Plan and receive Severance Benefits only if the Employee has an involuntary Separation from Service with the MOC Group and all Affiliates for reasons other than death, Disability or Cause during the period commencing on the date of a Change in Control and ending on the date two years following a Change in Control. Employees who meet the requirements in the preceding sentence are referred to as "Eligible Employees" and shall receive a Notice regarding their Separation from Service, which shall advise them of the date scheduled as their Separation from Service Date.

Employees on Military Leave, Family Leave of 12 workweeks or less, or Sick Leave (except employees on a Sick Leave in excess of six months who are not receiving benefits under the Long Term Disability Plan nor claiming entitlement to such benefits) at the time of a MOC Group-initiated action which would otherwise result in their Separation from Service, will not be eligible to become Participants until the termination of the leave. At such time the individual must meet all of the necessary prerequisites to return to active employment under the terms of the leave and must also then meet all the eligibility requirements (described above) in order to be eligible to become a Participant.

Each Employee who receives a Notice shall be given a form of Waiver and Release.

B. Participants

In order to become a Participant, an Eligible Employee must meet the following requirements: (a) the Employee must execute (and return to the Plan Administrator or the person designated by the Plan Administrator) the Waiver and Release after his or her Separation from Service Date and prior to the earlier of the time specified in the Notice or 5:30 p.m. on the 52nd day following his or her Separation from Service Date; (b) the Employee must not revoke his or her Waiver and Release within the time period allowed for revocation after signing it; and (c) the Employee must not be disqualified from receiving Severance Benefits pursuant to the provisions of Section 4 below. A Participant who receives benefits under this Plan is ineligible for and waives any rights to benefits under the Termination Allowance Plan or any other severance arrangement.

4. Disqualifying Events

No Severance Benefits will be paid to an Eligible Employee who otherwise qualifies as a Participant if:

a. the Employee has a Separation from Service prior to the date scheduled as the Employee's Target Separation from Service Date for any reason, except for an involuntary Separation from Service without Cause which is initiated by his or her employer, or fails to continue to perform the duties of his or her employment through that scheduled date;

b. the Employee fails to return all property and materials of his or her employer to his or her supervisor or other appropriate employer representative as of his or her Separation from Service Date;

c. the Employee is offered Comparable Employment;

d. the Employee accepts any employment with the MOC Group or an Affiliate before the Employee's Target Separation from Service Date;

e. the Employee has a Separation from Service for Cause; or

f. the Employee has a Separation from Service as a result of the distribution of Marathon Petroleum Corporation from Marathon Petroleum Corporation.

5. Cash Severance Benefit

An Eligible Employee who qualifies as a Participant under Section 3 hereof shall be entitled to a lump-sum cash Severance Benefit in an amount equal to the greater of (i) four (4) weeks of the Participant's Weekly Base Compensation multiplied by the number of full years of Service credited to the Participant as of his or her Separation from Service Date or (ii) four (4) weeks of the Participant's Weekly Base Compensation multiplied by the ratio of Participant's Annual Base Compensation to $10,000 (rounded up to the nearest tenth), provided in either case of (i) or (ii) that such cash Severance Benefit shall not be less than 24 weeks of Weekly Base Compensation nor more than 104 weeks of Weekly Base Compensation.

The cash Severance Benefit calculated pursuant to this Section 5 for a Participant shall be reduced by the amount of any cash compensation payable to the Participant by the MOC Group or its Affiliates on account of the Participant's Separation from Service, pursuant to (a) a written employment agreement with the MOC Group or its Affiliates, (b) another severance plan or program of the MOC Group or its Affiliates, or (c) any other obligation by the MOC Group or any other individual or entity to provide a payment to such Participant in the event of the Participant's involuntary Separation from Service with the MOC Group or its Affiliates (including salary or wages payable to the Participant under WARN).

6. Other Benefits

An Employee may be entitled to additional benefits provided under plans other than this Plan, and, to the extent an Employee is entitled to such benefits; such benefits shall be paid in accordance with the terms of such plans.

7. Limitation on Certain Excess Parachute Payments

Notwithstanding anything herein to the contrary, the Plan Administrator shall reduce the payments, distributions, and/or benefits (the "Benefits") to which an Eligible Employee would otherwise be entitled pursuant to this Plan if the Plan Administrator determines that (i) such Benefits would be subject to the excise tax imposed by Code Section 4999 (the "Excise Tax") and (ii) the Eligible Employee would be in a better net-tax position if such Benefits were reduced so that the Excise Tax does not apply. The Plan Administrator may not reduce the Benefits below the maximum level at which the Excise Tax does not apply. Any reduction of Benefits shall be made from the cash Severance Benefit described in Section 5.

All determinations and calculations required under this Section 7 shall be made at the sole discretion of the Plan Administrator.

8. Confidential and Proprietary Business Information & Nonsolicitation Obligations

Notwithstanding any provision of this Plan to the contrary, an Employee's entitlement to the benefits provided for under this Plan shall be fully subject to the provisions of the Waiver and Release regarding confidential and proprietary business information and non-solicitation.

9. Unemployment; Taxes

Payments under this Plan will not be reduced because of any unemployment benefits an Employee may be eligible to receive under applicable federal or state unemployment laws. Any required income tax withholding and FICA (Social Security) taxes shall be deducted from any benefit paid under the Plan.

10. When the Severance Benefits Will be Paid

Within seventy-five (75) days of a Participant's Separation from Service Date, the Participant's cash Severance Benefit described in Section 5 hereof will be paid to the Participant in a single lump sum. Participants receiving Severance Benefits shall not be considered employees of the MOC Group or any Affiliate for any purpose after their Separation from Service Dates.

If a Participant dies after his or her Separation from Service Date and after executing the Waiver and Release (without having timely revoked it) but before receiving his or her cash Severance Benefit, any cash Severance Benefit will instead be paid (a) to the Participant's beneficiary (or beneficiaries) designated under the MOC Group's Life Insurance Plan covering the employee on his or her Separation from Service Date, if such beneficiary is living, or if none is so designated or living, (b) to the executor of the Participant's estate, in a lump sum as soon as practicable after the date of death.

Notwithstanding any provision of the Plan to the contrary, in the case that the Participant is a "specified employee" as determined by the Company in accordance with its established policy, any payments of deferred compensation within the meaning of Code Section 409A payable to the Participant as a result of his or her Separation from Service (other than death) which would otherwise be paid within six months of his or her separation from service shall be payable on the earliest of (i) the date that is one day the date that is six months after the Participant's Separation from Service Date or (ii) as soon as practicable after the date of the Participant's death, or (iii) if the dates specified in (i) and (ii) fail to comply with the requirements of Code Section 409A, on the earliest date that otherwise complies with the requirements of Code Section 409A.

For purposes of Code Section 409A, each payment made hereunder is considered a separate payment.

11. Non-Assignment of Severance Benefits

No benefit under this Plan shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, voluntary or involuntary, by operation of law or otherwise, and any attempt at such a transaction shall be void. Also, no benefit under this Plan shall be liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to it. Notwithstanding the foregoing, the amount of any cash Severance Benefit otherwise due to a Participant shall be reduced as provided in Section 5 hereof.

12. Plan Amendment and Termination

The Marathon Oil Corporation may at any time amend or terminate this Plan, provided that for a period of two (2) years following a Change in Control, the Plan may not be amended in a manner adverse to an Employee with respect to that Change in Control. Any amendment or termination shall be set out in an instrument in writing and executed by an appropriate officer of the Marathon Oil Corporation.

13. Claims Procedures

Making a Claim

If benefits due under this Plan have not been provided within the time frame specified in Section 10 hereof, a Participant must request those benefits in writing from the Plan Administrator. Claims will be evaluated and approved or denied by the Plan Administrator in accordance with the terms of the Plan.

The following paragraphs describe procedures that must be followed by the Plan in denying a claim, or by you in appealing the denial of a claim.

For all claims and appeals, the time frame during which a benefit determination must be made begins when the claim or appeal is filed as required by the Plan, even if all of the information necessary to make a benefit determination is not a part of the filing. If the deadline for a decision on a claim or appeal is extended because you did not provide all of the information necessary to decide the claim, the deadline for making the benefit determination will be extended by the length of time that passes between the extension notice and the date on which you provide the requested additional information.

You may not sue for any Plan benefits until you have gone through all of the appeal procedures provided for below.

Denial of a Claim

If a claim for benefits is denied, you will be given written or electronic notice of the denial within a reasonable period of time after your claim is received. This will not be later than ninety (90) days after the claim was received unless special circumstances require an extension of time for processing. If there is an extension, you will be given written notice of the extension and the reason for the extension within the initial 90-day period, and you will also be notified of the date by which the decision is expected to be made. The extension will not extend beyond one hundred eighty (180) days after the original claim was received from you.

Any notice that a claim for benefits has been denied will include:

- the specific reason(s) for the denial;
- the specific provision(s) of the Plan on which the denial is based;
- a description of any additional material or information necessary in order for your claim to be approved, and an explanation of why that material or information is necessary; and
- an explanation of how you can appeal the denial, including a statement of your right to file a lawsuit under ERISA if your claim is denied on appeal.

You can appeal a denied claim by following the procedures described under "Appealing a Denied Claim" below.

Appealing a Denied Claim

If your claim is denied, you can request reconsideration of this claim denial by the Plan Administrator. Your request must be made in writing within sixty (60) days after the date you receive the claim denial. In connection with your appeal, you may provide the Plan Administrator written comments, documents, records and other information relating to your claim for benefits. You also will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. This includes any such item that:

- was relied on in making a benefit determination;
- was submitted, considered or generated in making the benefit determination, regardless of whether it was relied on; and
- demonstrates compliance with administrative processes and safeguards designed to ensure benefit determinations are appropriately made in accordance with the Plan documents.

Review of Denied Claim on Appeal

The Plan Administrator will reconsider any denied claim for which it receives an appeal as set forth above. The Plan Administrator's review must take into account all comments, documents, records, and other information submitted by you relating to the claim, even if this information was not submitted or considered in the initial benefit determination.

The Plan Administrator must make its decision on your appeal within a reasonable period after receiving the appeal, but not later than sixty (60) days after the appeal was received (plus up to an additional sixty (60) days if special circumstances require an extension of the deadline for making a decision on appeal). You will be notified in writing, within sixty (60) days after the date that your appeal was received by the Plan Administrator, if any extension is necessary. That notice will state why the extension is required and the date by which the Plan Administrator expects to make the decision on your appeal.

The decision on your appeal will be provided to you in writing or electronically. If the claim is denied on appeal, the decision will include:

- the specific reason(s) for the denial;
- the specific provision(s) of the Plan on which the denial is based;
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits (as described above under “Appealing a Denied Claim”);
- a statement describing any voluntary appeal procedures offered by the Plan and your right to obtain further information about any such procedures; and
- a statement of your right to file a lawsuit under ERISA.

Subject to your right to file a lawsuit under ERISA, the decision on appeal will be final and binding on you, the Plan Administrator and all other interested parties.

14. Employee Rights

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:

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.

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

Assistance With Your Questions

If you have any questions about your 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.

15. Code Section 409A

To the extent any payment hereunder would be subject to Code Section 409A, it is intended that the provisions of this Plan satisfy the requirements of Code Section 409A and that the Plan be operated in a manner consistent with such requirements to the extent applicable.

16. Plan Document Controls

In the event of any inconsistency between this Plan document and any other communication regarding this Plan, this Plan document controls.

17. Controlling Law

This Plan is an employee welfare benefit plan under ERISA. This Plan and the Waiver and Release shall be interpreted under ERISA and the laws of the State of Texas, without references to any conflicts of law principles thereof that would require the application of the laws of another jurisdiction, to the extent that state law is applicable.

18. General Information

Plan Sponsor: Marathon Oil Company, 5555 San Felipe Street, Houston, TX 77056 (Telephone: 713/629-6600).

Employer Identification Number of Plan Sponsor: **25-1410539**.

Plan Number: **528**

Plan Year: The plan year for reporting to governmental agencies and employees shall be the calendar year.

Plan Administrator: The Salary and Benefits Committee, Marathon Oil Company, ATTN: Secretary, 5555 San Felipe Street, Houston, TX 77056 (Telephone: 713/629-6600).

The Plan Administrator is responsible for the operation and administration of the Plan. The Plan Administrator is authorized to construe and interpret the Plan, and its decisions shall be final and binding. The Plan Administrator shall make all reports and disclosures required by law.

Agent for Service of Legal Process: The Salary and Benefits Committee, Marathon Oil Company, ATTN: Secretary, 5555 San Felipe Street, Houston, TX 77056 (Telephone: 713/629-6600).

Source of Benefits: Payments due under this Plan shall be made by the MOC Group or an Affiliate designated by the MOC Group from the paying company's general assets.

This Plan became effective on January 30, 2001. This amended and restated Plan is effective as of July 1, 2011, and supersedes the prior Plan document.