

Marathon Oil Company Employee Assistance Program

This summary plan description constitutes part of the Health Plan of Marathon Oil Company plan document along with the Health Plan of Marathon Oil Company Core Document and other associated Summary Plan Descriptions, agreements with third party administrators, and appendices to the Core Document. You can access the Core Document at www.MRObenefits.com or by requesting a paper copy by written request to the Plan Administrator.

January 1, 2013

Table of Contents

I.	Introduction	3
II.	About the Program	3
	A. EAP Counseling Benefits	3
	B. liveandworkwell.com.....	4
	C. Work/Life Services.....	4
III.	Eligibility	5
	A. Employee Members.....	5
	B. Household Members	6
	C. Continued Members	6
IV.	Cost	6
V.	Confidentiality	6
VI.	Program Responsibilities	7
VII.	Role of the and Mental Health and Chemical Dependency Benefits Under the Health Plan	7
VIII.	Termination of EAP Coverage	7
IX.	Continuation of EAP Coverage (“COBRA” Rights)	7
X.	Claims and Claims Appeal Procedures	8
	A. Pre-Service Claim Appeal	9
	B. Post-Service Claim Appeal.....	10
XI.	Administration	11
XII.	Modification and Discontinuance of the EAP	12
XIII.	Your Rights Under Federal Law	13

I. Introduction

Marathon Oil Company (MOC) has established the Marathon Oil Company Employee Assistance Program (EAP) which is a plan designed to offer a professional, confidential source of help for employees and their dependents who may want to seek assistance with personal problems. Since participating employers in the EAP include not only Marathon Oil Company, but also one or more other companies which have been authorized to participate in the EAP, as used in this document the word "Company" shall, as appropriate, refer to Marathon Oil Company or to a given participating employer.

This document serves the Summary Plan Description (SPD) that the Company is required to provide to EAP participants and is incorporated by reference into the Health Plan of Marathon Oil Company. The construction of the terms of this instrument shall be governed by the Employee Retirement Income Security Act of 1974 (ERISA) and to the extent such laws are not preempted by ERISA by the laws of the State of Texas..

II. About the Program

The EAP provides employees and their dependents with a broad range of services, including:

- Face-to-face counseling services
- Work/Life referral services and online resources, including child, elder care and legal//financial referral services

These services provide eligible employees and their dependents with comprehensive work/life and EAP counseling, education, and referral services. All of the resources provided by the EAP are professional and confidential, and are designed to help resolve personal problems and issues before they negatively affect one's health, relationships with others or job performance.

A. EAP Counseling Benefits

To provide the EAP service, MOC has retained the services of OPTUM. OPTUM EAP counselors, who are experienced in addressing the wide variety of problems and concerns that individuals can face in everyday life, are available to help 24-hours per day, seven days per week. Some of the types of issues and concerns addressed by the EAP include:

- Family/Marital
- Parenting
- Legal
- Alcohol and Drug Abuse
- Emotional
- Stress
- Anxiety
- Depression
- Physical

- Financial
- Child Care/Elder Care

The EAP will not intervene between an employee and their supervisor for work-related problems. The EAP does not supplant any established Company policies and procedures regarding work performance, behavior, or mandated compliance with the Drug and Alcohol Policy. Also, an employee's participation in the EAP does not exempt or shield them from compliance with established Company policies and procedures regarding work performance or behavior, and mandated compliance with the Drug and Alcohol Policy.

The EAP provides:

- Confidential Services
- Assessment
- Professional Counseling
- Education
- Referral Assistance (if needed)
- Follow-up

Eligible employees and dependents may contact the EAP service 24 hours per day, seven days per week by calling 1-800-622-7276

A counselor will speak with the caller, discuss the caller's needs, and assist in arranging an appointment with a counselor who is a part of the OPTUM EAP network of EAP counselors. OPTUM EAP may provide the names of more than one available EAP counselor. It is the caller's responsibility to notify OPTUM of which EAP counselor is ultimately chosen.. OPTUM EAP will then contact the chosen EAP counselor to authorize your EAP visits. Eligible employees and dependents are eligible for up to eight counseling sessions (over the telephone or one-on-one with a counselor) per individual per problem or concern per year.

B. www.liveandworkwell.com

The OPTUM EAP web site, www.liveandworkwell.com provides 24 hour-a-day online linkage to educational information including stress, eating disorders, depression, and alcohol and drug abuse, and tip sheets on topics of interest. The link at www.OPTUMEAP.com provides self-assessment tools that can be used to evaluate and create action plans based on health issues, depression, and family stress.

How to Access www.liveandworkwell.com

The EAP website is accessible online at <http://www.liveandworkwell.com>. You do not need to register to use this web site. Your access code is Marathon.

C. Work/Life Services

OPTUM EAP consultants are available to help with a wide range of work/life issues as follows:

- pre-natal care
- child-care
- health and wellness
- summer child care
- adoption
- parenting
- adult care and elder care
- academic services
- relocation
- every day life stresses of locating a service provider (such as a plumber, electrician, or pet sitter)

OPTUM EAP Work/Life consultants can provide counseling, education, and referral to providers and programs that meet particular service and location requirements. OPTUM EAP Work/Life consultants will research specific needs and will provide the information about resources they have located.

OPTUM Work/Life Services can be accessed by using the OPTUM EAP toll free number, 1-800-622-7276 or online through the OPTUM EAP web site www.liveandworkwell.com.

III. Eligibility

A. Employee Members

Employees who work on a Regular full-time or Regular part-time basis are eligible for membership in the EAP. For purposes of benefit eligibility, Regular full-time basis means the employee has a normal work schedule of at least 40 hours per week or at least 80 hours on a bi-weekly basis. In addition, if a Regular full-time employee's normal work schedule is reduced to 20 hours or more per week to accommodate a bona fide health problem or disability, such employee will continue their eligibility for EAP participation. Regular part-time means the employee is a non-supervisory employee and 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.

Employees who are "Designated International" employees as defined by the International Employee Assistance Program are covered under the International Employee Assistance Program. As such, "Designated International" employees and their dependents are not eligible for coverage under this Marathon Oil Company Employee Assistance Program.

Regular employees who work on a full-time or part-time basis must be specifically designated as such by the Company to be eligible to participate in the EAP. Casual employees and common law employees who have not been designated by the Company as Regular employees who work on a full-time or part-time basis are

excluded from eligibility to participate. Specifically excluded from eligibility to participate in the EAP are any individuals who have signed an agreement, or have otherwise agreed, to provide services to the Company as an independent contractor, regardless of the tax or other legal consequences of such an arrangement. Also specifically excluded are leased employees compensated through a leasing entity, whether or not the leased employee falls within the definition of "leased employee" as defined in Section 414(n) of the Internal Revenue Code.

B. Dependents

All dependents, as defined in the medical/surgical portion of the Health Plan of Marathon Oil Company.

C. Continued Members

Continued members are former eligible employees or individuals formerly covered as eligible dependents who, pursuant to applicable federal law, are eligible to elect to continue coverage under the EAP beyond the date coverage would otherwise terminate if not for such federal law. (See "Continuation of EAP Coverage" section.)

IV. Cost

The Company pays the cost of administering the EAP. Under the EAP counseling portion of the program, up to eight counseling sessions per individual per problem or concern per year with an EAP counselor are a free service and are prepaid by the Company. Sometimes, additional counseling or specialized treatment is required that is outside of the EAP benefit. In this case, the participant would be responsible for any cost. This additional cost may be partly covered under other provisions of the Health Plan.

The resource, educational and referral services provided by OPTUM EAP work/life services are available free of charge to employees and their dependents. Organizations and services that these programs refer participants to may charge a fee. The services participants may select that do charge a fee are not provided free and are not a covered benefit of the EAP. These fees would be the participant's responsibility to pay. For example any dependent care services or adult care services that a participant might select would be the participant's financial responsibility.

V. Confidentiality

The Company recognizes that confidentiality is a cornerstone for the success and effectiveness of the EAP. The EAP was designed to benefit eligible employees and their dependents. Participation in the EAP including on line services and work life services will be treated confidentially in accordance with all state and federal laws. Local counseling offices are located away from the work site. Except in very unusual circumstances as prescribed by law (such as life threatening events), any private discussions a participant has with an OPTUM EAP counselor will not be disclosed to anyone.

The Company will not be aware of an eligible employee's participation in the EAP unless the employee requests it. Should an employee wish the Company to be aware of their participation or progress in the EAP, the employee must sign a release of information

form to that effect. The Company receives only a quarterly statistical report of usage. No names or other individual identifying information are included in these reports.

In certain circumstances, an employee may have a problem that so seriously impacts work performance they may be terminated if their work performance does not improve. In these cases, the employee's supervisor may refer the employee to the EAP as a condition of continued employment. Once the initial contact is made between the employee and the EAP, the supervisor will receive no information regarding the employee's participation and progress in the program, unless the employee signs the release of information form. As with voluntary use of the EAP, any case details will be held in strict confidence and will not be provided to the supervisor or the Company, except as required by law, or as authorized by the employee.

VI. Program Responsibilities

The Marathon Oil Company Employee Assistance Program is designed to offer a professional, confidential source of help for employees and dependents who may want to seek assistance with personal problems and work/life issues. The Company does not determine the method of care, the services to be provided by the EAP counselors or by others to whom the EAP counselors may refer employees or their dependents, nor the referrals and education provided by OPTUM EAP work/life services. The Company does not assume any responsibility for the results of participation in the EAP.

VII. Role of the EAP and Mental Health and Chemical Dependency Benefits Under the Health Plan

The EAP and the managed mental health and chemical dependency benefits provided by the Health Plan of Marathon Oil Company complement each other. The EAP provides assessment and referral services to EAP network providers at no cost to you. Those individuals covered by both the EAP and the other provisions of the Health Plan are encouraged to contact the EAP to assess the individual's needs. If the problem can be treated with short-term counseling (eight sessions or less) the individual will be referred to the EAP for treatment. However, if the problem requires ongoing treatment, the EAP will refer the individual to their network provider under the other provisions of the Health Plan.

VIII. Termination of EAP Coverage

Coverage for eligible employee and their dependents terminates when the eligible employee ceases to meet the eligibility requirements including, but not limited to, ceasing to be a Regular full-time or Regular part-time employee or due to certain leaves of absence as discussed below. Coverage will also terminate if the Plan is terminated by MOC or if the Company through which you have coverage ceases to be a participating employer.

If you are granted a leave of absence (other than a Military Leave), coverage for you and your dependents continues for up to one year to the extent you are eligible for Company contributions to a Company-provided health plan.

IX. Continuation of EAP Coverage ("COBRA" Rights)

Federal law requires that you and your dependents be permitted to elect to continue

coverage under the EAP when coverage terminates due to certain qualifying events. Such qualifying events include the eligible employee's death, termination of employment, reduction in hours, divorce or legal separation, or due to one of an eligible employee's dependents ceasing to meet the requirements of an eligible dependent. In the case of divorce, legal separation, or a dependent ceasing to meet the requirements of an eligible dependent, you or your dependent must notify the Plan Administrator within sixty (60) days after such event (this notification can be made by contacting the Company's local Human Resources office or Benefits Administration) in order to be eligible to elect to continue coverage from the EAP. For further information, please refer to the detailed continuation provisions included in the Core Plan Document.

X. Claims and Claims Appeal Procedures

The Company anticipates that EAP services will be provided to eligible employees and their dependents automatically. If, however, an individual believes that a request for EAP services has been denied, in whole or in part, the individual is entitled to appeal the decision and the appeal must be made by following the appeal procedures outlined below:

The Plan Administrator, or others delegated authority to hear final appeals by the Plan Administrator, has the authority to render decisions on all appeals submitted under the Plan and the determination made by the Plan Administrator, or others delegated authority to hear final appeals by the Plan Administrator, to an appeal concerning benefits shall be final.

Appeals to the Plan Administrator must contain all of the required information in order to be regarded as an appeal under the Plan. If required information is missing the request will not be regarded by the Plan as an appeal and it will be returned to the covered individual, or their designated representative, with no determination made. The covered individual, or their duly authorized representative, should contact OPTUM EAP prior to filing the appeal in order to clarify any questions they may have on the reason for the denial by the claim payer. All appeals must contain the following information:

- a. A statement that a formal appeal under the Plan is being made and the type of appeal (Urgent Pre-Service Claim Appeal, Non-Urgent Pre-Service Claim Appeal or Post-Service Claim Appeal.)
- b. The name of the individual for whom the claim was denied.
- c. The Social Security number of the employee and, if the individual for whom the claim was denied is not the employee, the name of the employee.
- d. Name of Plan the individual is covered under. (For example, Employee Assistance Program.)
- e. Identify the claim denied for which the appeal is being made. Include the date of service, name of the provider and/or facility.
- f. Any and all information necessary for a complete and thorough review of the claim appeal. Provide the complete name and phone number of any mental health professionals to contact for additional information supporting the approval of the appeal.

- g. Address and telephone number of the individual or duly authorized representative, making the appeal.
- h. Authorization for release of personal health information if appropriate and necessary.

How an appeal is made and the time frames for requesting an appeal vary depending on the type of health service claim denied. The following explains the three types of appeal for the three types of claims and the procedures for making an appeal for each of the three types of appeals: Urgent Pre-Service Claim Appeal, Non-Urgent Pre-Service Claim Appeal, and Post-Service Claim Appeal.

For those claim appeal procedures that require that the appeal be sent in writing to OPTUM EAP, the address for sending appeals to OPTUM EAP is as follows:

United Behavioral Health
Attn: Appeals
425 Market Street, 27th Floor
San Francisco, CA 94105

A. Pre-Service Claim Appeal

If a request for healthcare was denied before the health care is rendered (such as a result of a prior authorization, precertification, or preapproval) by OPTUM EAP under the Plan, the claim is a pre-service claim and the covered individual may appeal following the pre-service claim appeal procedures. In addition, the pre-service claim appeal procedures depend on if it is an urgent or a non-urgent claim. **An urgent claim appeal is a claim for medical care or treatment where withholding immediate treatment could either (a) seriously jeopardize the life or health of a patient or a patient's unborn child, or could affect the ability of the patient to regain maximum functions or (b) subject the patient to severe pain that cannot adequately be managed without the care or treatment that is the subject of the claim.**

1. Urgent Pre-Service Claim Appeal

A covered individual, or their designated representative, may appeal a denial decision of an urgent pre-service claim by phone or in writing (by mail or facsimile). There is no time limit for the covered individual to make such an appeal.

If the appeal is made by telephone or facsimile, the covered individual is to make the appeal by contacting the Benefits Service Center at 1-855-652-3067.

If the appeal is made in writing the appeal is to be sent to the Plan Administrator at the address stated at the beginning of this section on "Claims and Claim Appeal Procedures."

A determination by the Plan Administrator, or others delegated authority to hear final appeals by the Plan Administrator, will be made within 72 hours of the claim payer receiving the appeal request. The appeal determination will be sent to the

individual making the appeal at the telephone number and address provided in the appeal.

Note: A pre-service claim that is “urgent” when it is initially filed and the determination is made by the respective claim payer, will cease to be an “urgent” pre-service claim and will become a non-urgent pre-service claim if between the date of the claim denial and the date the appeal is made, the health care services are actually rendered and the only decision to be made is who will pay for the services.

It is not anticipated that there will be any Urgent Pre-Service Claim Appeals under the EAP due to the nature of the benefits provided by the EAP. These Urgent Pre-Service Claim Appeal provisions are provided to meet federal regulations.

2. Non-Urgent Pre-Service Claim Appeal

A covered individual, or their designated representative, is to first telephone OPTUM EAP at 1-800-622-7276 and ask that their claim be reviewed.

If, after the claim has been reviewed in response to the telephone call, the covered individual continues to disagree with the handling and disposition of the claim, they are entitled to submit a written appeal to OPTUM EAP at the address found at the beginning of this section on “Claims and Claim Appeal Procedures” (it is suggested that you send a copy of your written appeal to OPTUM EAP to the Plan Administrator at the address also stated at the beginning of this section.) That written appeal will be reviewed in accordance with OPTUM EAP’ internal appeal procedures. The written appeal must be received by OPTUM EAP within 180 days of the initial denial. OPTUM EAP must respond to your written appeal within 15 days for a Non-Urgent Pre-Service claim.

If after receiving the response to a written appeal from OPTUM EAP you continue to disagree with the handling and disposition of the claim, you are entitled to submit a written appeal to the Plan Administrator as detailed below.

The covered individual, or their designated representative, may appeal a denial decision of a non-urgent pre-service claim in writing. (Such appeal must be in writing. Non-urgent pre-service claim appeals cannot be submitted by telephone, facsimile or e-mail.) The appeal to the Plan Administrator must be received by the Plan Administrator within 30 days of the date of the denial of the first appeal by OPTUM EAP.

The covered individual, or their designated representative, is to send the appeal to the Plan Administrator at the address stated at the beginning of this section “Claim and Claim Appeal Procedures.” A determination by the Plan Administrator, or others delegated authority to hear final appeals by the Plan Administrator, will be made within 15 days of the Plan Administrator receiving the appeal request. The appeal determination will be sent to the individual making the appeal at the address provided in the appeal.

B. Post-Service Claim Appeal

A covered individual, or their designated representative, may first telephone OPTUM EAP at 1-800-622-7276 and ask that their claim be reviewed. However, this is not

required.

If after the claim has been reviewed in response to the telephone call, the covered individual continues to disagree with the handling and disposition of the claim, they are entitled to submit a written appeal to OPTUM EAP at the address found at the beginning of this section on "Claims and Claim Appeal Procedures" (it is suggested that you send a copy of your written appeal to OPTUM EAP to the Plan Administrator at the address also stated at the beginning of this section.) That written appeal will be reviewed in accordance with the claim administrator's internal appeal procedures. The written appeal must be received by OPTUM EAP within 180 days of the initial denial. OPTUM EAP must respond to your written appeal within 30 days for a Post-Service Claim Appeal.

If after receiving the response to a written appeal from OPTUM EAP you continue to disagree with the handling and disposition of the claim, you are entitled to submit a written appeal to the Plan Administrator as detailed below.

A covered individual, or their designated representative, may appeal a denial decision of a post-service claim in writing by sending the appeal to the Plan Administrator at the address stated at the beginning of this Section "Claims and Claim Appeal Decision." (Such appeal must be in writing and cannot be submitted by telephone, facsimile or e-mail.) The appeal must be received by the Plan Administrator within 60 days of the date of the denial of the first appeal by OPTUM EAP.

A determination by the Plan Administrator, or others delegated authority to hear final appeals by the Plan Administrator, will be made within 30 days of the Plan Administrator receiving the appeal request. The appeal determination will be sent to the individual making the appeal at the address provided in the appeal.

XI. Administration

Plan Name and Plan Identification Number The formal name of the plan is the Marathon Oil Company Employee Assistance Program. Marathon's employer identification number is 25-1410539 and the plan number is 507. Plan documents may be inspected online at www.MRObenefits.com or by submitting a request to your local Human Resources office or to Marathon Oil Company, Health and Welfare Benefits Department, 5555 San Felipe Road, Houston, Texas 77253..

Plan Sponsor and Administrator The plan is sponsored by Marathon Oil Company, 5555 San Felipe Road, Houston, TX 77253-3128, an employer whose Regular full-time and Regular part-time employees are eligible for coverage under the plan. The Plan Administrator and Named Fiduciary of the plan is Mr. R. L. Sovine, Jr., Houston, TX (phone: 713-629-6600). The Plan Administrator shall appoint such Assistant Plan Administrators as may be deemed necessary.

In determining the eligibility of participants and others for benefits and in construing the EAP's terms, the Plan Administrator has the power to exercise their discretion in the construction of doubtful, disputed or ambiguous terms or provisions of the EAP, in cases where the EAP plan instrument is silent, or in the application of terms or provisions to situations not clearly or specifically addressed in the EAP plan instrument 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 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 made on all matters within the scope of their authority shall be final and binding upon all persons, including the Company, all participants and beneficiaries, and their heirs and personal representatives. 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.

Participating Employers In addition to the plan sponsor, Marathon Oil Company, Marathon Oil Corporation, and Marathon Service Company are participating employers in the EAP.

Type of Plan and Administration The plan provides employee assistance and is administered under a contract with United Behavioral Health, 425 Market Street, 27th Floor, San Francisco, CA 94105.

Plan Year The plan year ends on December 31, and the plan’s records are kept on a calendar year basis.

Agent for Service of Legal Process The agent for service of legal process on the Plan is the Plan Administrator and process may be served on the Plan Administrator at 5555 San Felipe, Houston, TX 77056-2723.

XII. Modification and Termination of the EAP

Marathon Oil Company reserves the right to amend, modify or terminate the EAP, in whole or in part, in such manner as it shall determine. If the EAP should be terminated, any individual actively engaged in the counseling process when the EAP is terminated will remain eligible for any remaining counseling sessions up to the eight sessions provided.

Marathon Oil Company may increase or decrease its contribution to the EAP. 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;
- (iii) Be 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.

Marathon may allow other companies to participate in the EAP from time to time ("participating employers"), each participating employer shall be responsible for the expenses and liabilities associated with its participation. Such companies may choose to elect to discontinue their participation in the EAP at any time.

XIII. 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:

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.

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.

Marathon Oil Company has caused its name to be hereunto subscribed to by Stephen J. Landry, Vice President, Marathon Oil Company.

Marathon Oil Company

Stephen J. Landry
Vice President
Marathon Oil Company

Date: _____

