



Marathon Oil Company Educational Leave Plan

Effective July 1, 2011



Educational Leave Plan

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Educational Leave Plan



I. Purpose

The Educational Leave Plan is available for the purpose of furthering the education of current employees when the additional education will be beneficial to the performance of the employee's current position, related positions within the Company, or position to which the employee could reasonably expect to attain upon completion of education. It is within the Company's sole discretion to make these determinations.

II. Eligibility

Educational leaves are available to Regular employees who work on a "full-time" basis or "part-time" basis so that an extended absence from the job to attend a college or university will not permanently sever their employment with the Company.

Note: 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 or more hours per week to accommodate a bona fide health problem or disability, such employee will continue their eligibility for benefit plan participation. Regular Part-time means the employee is a non-supervisory employee who is employed to work on a part-time basis (minimum of 20 hours but less than 35 hours per week), and not on a time, special job completion, or call when needed basis.

- **All leaves for undergraduate programs are restricted to employees who will complete the final year of Baccalaureate Degree requirements within the leave period.**
- **Graduate level leave programs are restricted to employees who will complete their degree requirements within the leave period.**

The following factors should be taken into consideration before recommending a leave:

- Present position
- Employee's record
- Length of absence
- Course of study
- Employee's prior service
- Expectancy of employee's return
- Direct or indirect benefit to the Company
- The possibility of rehiring the employee at their present or better classification.

Education plans should be applicable to the employee's current position or to a position the employee could reasonably expect to attain upon completion of education.

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III. Duration of Leave

The duration of any leave must be consistent with the educational goal sought. An expected expiration date must be set before the leave begins.

- Educational leaves to complete the final year of undergraduate level work are restricted to a maximum of one year.
- Educational leaves for graduate level work are restricted to a maximum of two years.

Maximum Leave

Under no circumstances, including exceptional cases, may the duration of an educational leave extend beyond 24 months, per the Company's neutral discharge practice.

IV. Approval of Leave

Educational leaves require the approval of management up to and including the Corporate Officer and the Manager, Human Resources Services.

V. Annual Review

If the employee is granted a leave for more than one year, progress must be reviewed annually by their supervisor to determine if it is in accordance with the original conditions of the leave and is in the best interest of the Company.

VI. Benefits Status During Educational Leave

The benefit plan statuses identified below are provided under the terms and conditions of each of the respective benefit plans to which they relate. For specific provisions governing these statuses, see the respective plan documents. (The list below merely highlights the major benefit plans. For a summary of all benefit plan statuses for all leaves, see the document titled "Benefit Status While on Leave.")

A. Benefit Plan Membership Continued:

- Retirement Plan (limited to vesting time only)
- Thrift Plan (limited to vesting time only, with accounts in suspense and loan payments required)
- Health, Dental and Vision Plans (with required member contributions and approval by the organizational Vice President)
- Wellness Plan (continued only if approval granted for continued Health Plan coverage)
- Employee Assistance Plan (continued only if approval granted for continued Health Plan coverage)
- Optional Contributory Life Insurance (with required member contributions)
- Level Premium Life Insurance (with required member contributions)
- Accidental Death and Dismemberment Insurance Plan (with required member contributions)

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- Long Term Disability Plan (with required member contributions)
- Marathon Scholars Program

B. Benefit Plan Membership Terminated:

- Adoption Assistance Plan
- Basic Non-Contributory Life Insurance Plan
- Dependent Care Spending Account
- Educational Reimbursement Plan
- Employee Service Plan (unless periodically employed during the Leave)
- Health Care Spending Account
- Health Reimbursement Account
- Holiday Plan
- Matching Gifts Plan
- Occupational Accidental Death Benefit Plan
- Sick Benefit Plan
- Termination Allowance Plan
- Vacation Plan (unused vacation is paid to employee when Leave commences)
- Contribution Conversion Plan

C. Compensation

An employee on an educational leave receives **no** compensation from the Company unless they are periodically employed while on leave, as discussed below.

D. Merit Increase Eligibility

An employee's merit eligibility date is unaffected by an Educational Leave.

VII. Periodic Employment While on Leave

An employee on Educational Leave will be permitted to periodically work for MOC (or any member of the controlled group which participates in the benefit plans sponsored by MOC) and continue their leave status under the Educational Leave Plan.

For periods of such employment, the individual rights and benefits provided under the Retirement Plan and Thrift Plan (employee will return to Active Status) will be permitted as provided by the respective plans as if the individual was not on an Educational Leave. Additionally, such employment will restart the clock for the purpose of determining maximum leave under the **neutral discharge practice**.

Note: Periodic employment does **not** extend the expiration date which was set when the leave began. Degree requirements must still be completed within the leave period.

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For all other purposes, including job reinstatement after completion of the Educational Leave, the employee must be considered as though on an Educational Leave for the full duration of the leave even though the employee worked for Marathon periodically during such leave of absence, unless otherwise specifically provided in the Educational Leave Plan.

VIII. Job Reinstatement

It is expected that the employee will return to work for the Company when the leave expires. However, job reinstatement **is not guaranteed** and will depend on employment needs at the time of return.

IX. Approval Authority for Minor Amendments

In addition to the other methods of amending the MOC 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 Corporation 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 the one percent of its documented total cost (including administrative costs) for the previous year; or
- (ii) \$500,000.

X. Participation by Associated Companies and Organizations

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, Marathon Oil Sands, USA, Inc., and Marathon Service Company.

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



XI. Modification and Termination

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

XII. Further Information

Benefits Administration and Human Resources personnel coordinate the administration of the Educational Leave Plan throughout the Company.

The Manager, Human Resources Services, reviews all leave requests for completeness and compliance with Plan provisions.