

**Marathon Oil Company
Level Premium Life Insurance Plan
(Plan Closed to New Members on June 1, 1994)**

Amended and Restated as of January 1, 2012



Level Premium Life Insurance

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Level Premium Life Insurance

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

I. Introduction

Life insurance is a means of providing a measure of financial protection to your beneficiaries in the event of your death. The Marathon Oil Company Level Premium Life Insurance Plan has no savings feature or accumulated cash value. If your coverage terminates for any reason, protection ceases and there are no refunds due. Effective June 1, 1994, this Plan is closed to new participants. Effective as of the Spin-off date (June 30, 2011) this Plan is amended and restated as applicable for participating employers of the Marathon Oil Company Level Premium Plan as of January 1, 2010 ("Predecessor Plan") and supersedes all prior Plan documents. This Plan continues to be closed to new participants.

Definitions:

- A. Marathon Oil Corporation controlled group: Marathon Oil Company, Marathon Service Company, Marathon Oil Corporation, and Marathon Oil Sands USA, Inc., as structured on the date of the Spin-off of Marathon Petroleum Corporation and its controlled group of employers from Marathon Oil Corporation.
- B. Marathon Petroleum Corporation controlled group: Marathon Petroleum Company LP (MPC LP) Marathon Pipeline LLC, Catlettsburg Refining LLC and Speedway LLC as structured on the date of the Spin-off of Marathon Petroleum Corporation and its controlled group of employers from Marathon Oil Corporation. Effective July 1, 2011, Marathon Petroleum Corporation and the employers within its controlled group are classified as a former Affiliated Company as defined below.
- C. USX controlled group: The controlled group to which Marathon Oil Company belonged from March 11, 1982 to December 31, 2001.
- D. Former Affiliated Employer: USX Corporation, United States Steel LLC, United States Steel Corporation and United States Steel and Carnegie Pension Fund; Marathon Petroleum Corporation, Marathon Petroleum Company LP, Marathon Pipe Line LLC, Catlettsburg Refining LLC and Speedway LLC.
- E. Marathon Oil Company Level Premium Plan Retired Member: A member who (i) with the approval of the Plan Administrator is designated an eligible retired member as of the Spin-off date under the terms of this Plan or the Predecessor Plan (ii) who retires under the terms of the Retirement Plan of Marathon Oil Company or the Third Country National (TCN) Retirement Plan on or after the Spin-off date as an eligible retired member under the terms of this Plan.
- F. Eligible Non-Participating Employer: A non-participating employer member of any of the following:
 - 1. Marathon Oil Corporation controlled group
 - 2. USX controlled group
 - 3. Former Affiliated Employer



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II. Eligibility and Effective Date of Insurance

Except as provided below for employees transferred back to a participating employer of the Marathon Oil Corporation controlled group from an Eligible Non-Participating Employer, no new members are permitted. You are eligible to continue your membership in Marathon Oil Company's Level Premium Life Insurance Plan (the "Level Premium Plan") in effect on May 31, 1994, if, on or after June 1, 1994, you are a current retired member or an employee member who has been continuously insured under the Predecessor Plan and this Plan from June 1, 1984 and you meet one of the following requirements:

- You are an employee of a participating employer of the Marathon Oil Corporation controlled group who is classified as a Regular Full-time or Regular Part-time employee and have not elected other contributory life insurance offered by Marathon Oil Company.
- You are a Marathon Oil Company Level Premium Plan Retired Member who was a member of the Level Premium Plan immediately prior to retirement.

Regular Full-time means you have a normal work schedule with the Company of at least 40 hours per week or at least 80 hours on a bi-weekly basis. However, if your work schedule is reduced to 20 hours or more per week to accommodate a bona fide health problem or disability, you will nonetheless be considered to be employed on a Regular Full-time basis for purposes of Plan eligibility.

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

You are not eligible for this Plan if you are:

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

Transferred Employees Prior to July 1, 2011

If you transferred to a participating employer under the terms of the Predecessor Plan prior to June 1, 1994, from an employer within the former USX controlled group, you were eligible for this Plan on June 1, 1994 provided you were a member of one or more USX controlled group life insurance plans continuously from June 1, 1984, to June 1, 1994, and all such life insurance plans provided company-paid life insurance in retirement.



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If you transferred to a participating employer under the terms of the Predecessor Plan on or after June 1, 1994, from an Eligible Non-Participating Employer, you are not eligible to participate in the Level Premium Plan. An exception is made, however, if you are returning to a participating employer under the terms of the Predecessor Plan from a previous transfer to an employer within the former USX controlled group provided such previous transfer took place prior to April 1, 1998 and you were a continuous member of a combination of the Level Premium Plan and one or more insured contributory group life insurance plans sponsored by an Eligible Non-Participating Employer from June 1, 1984, to the date of your transfer back to a participating employer under the terms of the Predecessor Plan. If you are returning to a participating employer under the terms of the Predecessor Plan from a previous transfer to an Eligible Non-Participating Employer and such previous transfer took place on or after April 1, 1998, you are not eligible to participate in the Level Premium Plan unless you continued your participation in the Level Premium Plan as described in the next paragraph.

For any transfer on or after April 1, 1998, from a participating employer under the terms of the Predecessor Plan of an employee that is a member of the Level Premium Plan to an Eligible Non-Participating Employer, such transferee may continue to participate in the Level Premium Plan provided they do not elect other contributory life insurance offered by the new employer (if any) and they continue to contribute to the Level Premium Plan.

Transferred Employee on or after July 1, 2011

If you transfer to a participating employer of the Marathon Oil Corporation controlled group on or after the July 1, 2011, from an Eligible Non-Participating Employer, you are not eligible to participate in the Level Premium Plan except as described in the following two paragraphs.

If you transfer to a participating employer of the Marathon Oil Corporation controlled group on or after July 1, 2011 but prior to January 1, 2012, from a Former Affiliated Employer, you are not eligible to participate in the Level Premium Plan unless you are a member of the Marathon Petroleum Level Premium Plan at the time of transfer to a participating employer of the Marathon Oil Corporation controlled group.

If you return to a participating employer of the Marathon Oil Corporation controlled group on or after July 1, 2011, from a previous transfer to an Eligible Non-Participating Employer, you are not eligible to participate in the Level Premium Plan unless you are a member of this Plan at the time of transfer to a participating employer of the Marathon Oil Corporation controlled group.

III. Coverage During Employment

The amount of Level Premium Life Insurance payable upon your death will be equal to twice your Covered Compensation adjusted to the next higher \$100 if it is not already \$100. Your coverage and contributions for each calendar year will be based on Covered Compensation which is defined as the greater of an employee's:

- A. Annual Gross Pay in the twelve-month period of time from October 1 to September 30, immediately prior to each Benefits Open Enrollment Period, including pay with eligible Non-Participating Employers, with no adjustments applied for partial year earnings; or,
- B. Annualized Base Rate with the Company or eligible Non-Participating Employer, as of September 30, immediately prior to each Benefits Open Enrollment Period.



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Gross pay as used in this Plan shall mean the compensation paid to an employee by their employer under rules uniformly applicable to all employees similarly situated; however, bonuses, suggestion awards, military pay, travel pay, overseas premium portion of the foreign service premium, or other similar special payments shall be excluded.

Gross pay shall include contributions to the:

- Thrift Plan's 401(k) Account;
- Contribution Conversion Plan (CCP);
- Health Care Spending Account (HCSA); and
- Dependent Care Spending Account (DCSA).

If at the time you switch from Regular Full-time to Regular Part-time employment you are eligible for retirement, you may continue the same coverage and contributions that were in effect immediately prior to changing your employment status to Regular Part-time.

IV. Employee Contributions

At the present time your monthly cost for the Life Insurance protection is 1% of your Covered Compensation, as defined above in Section III. The Company pays all costs of the Plan in excess of employee contributions.

V. Method of Providing Coverage

The Life Insurance coverage is provided through Group Term Life Insurance with The Minnesota Life Insurance Company. The insurance contract with The Minnesota Life Insurance Company ("Minnesota Life") is incorporated by reference as a part of this Plan document. The terms of the Minnesota Life contract prevail in the event of a conflict with any other Plan provisions or other document.

VI. Coverage for Retired Members

For retirements prior to April 1, 1994, if the member retired before reaching age 65, coverage continues. However, on the first of the month after reaching age 65, coverage is reduced equally over 40 months to 25% of the amount of insurance in force immediately prior to retirement, but not less than \$2,000. If retirement occurred after reaching age 65, coverage is immediately reduced to the percentage applicable had retirement taken place at age 65.

For retirements on or after April 1, 1994, members will have their coverage reduced equally over 40 months (including the first month of retirement) to 25% of the amount of insurance in force immediately prior to their retirement, but not less than \$2,000.

Retired members may make a one-time irrevocable election to maximally reduce, at any time, their coverage to 25% of the coverage in force immediately prior to retirement, minimum \$2,000.

Although coverage in retirement is currently free, the Company reserves the right to amend the Plan at any time for retirements after March 31, 1994, to assess a premium for retiree coverage.



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If prior to April 1, 1998 you transferred to an employer within the former USX controlled group and do not return to a participating employer of the Marathon Oil Corporation controlled group, you will be permitted to elect retiree coverage under the Level Premium Plan provided you satisfy all the following conditions:

- A. You were a member of the Predecessor Level Premium Plan on the date immediately prior to your transfer to a non-participating employer within the former USX controlled group;
- B. You were a member of one or more insured contributory group life insurance plans of an employer within the former USX controlled group continuously from June 1, 1984, to the date immediately prior to you satisfying this Plan's definition of a Marathon Oil Company Level Premium Plan Retired Member; and
- C. You are not eligible for any other company-paid retiree life insurance coverage from an Eligible Non-Participating Employer.

If on or after April 1, 1998, you transferred to an Eligible Non-Participating employer and do not return to a participating employer of the Marathon Oil Corporation controlled group you will be permitted to elect retiree coverage under the Level Premium Plan provided you satisfy all the following conditions:

- A. You continued to participate in the Level Premium Plan (including the Predecessor Level Premium Plan) continuously from your date of transfer to your date of satisfying this Plan's definition of a Marathon Oil Company Level Premium Plan Retired Member; and
- B. You are not eligible for any other company-paid retiree life insurance coverage from an Eligible Non-Participating Employer.

For the eligible retired transferee, coverage under Marathon's Level Premium Plan will be based on Covered Compensation, as defined in Section III. The level of retiree coverage will be determined as if the transferee had been a member of the Plan prior to their retirement date; taking into consideration any applicable Plan changes that occurred while not a member of the Plan.

Although coverage in retirement is currently free, the company reserves the right to amend the Plan at any time for retirements after March 31, 1994, to assess a premium for retiree coverage.

VII. Exclusions

There are no exclusions that apply to coverage.

VIII. Payment of Benefits

You designate the beneficiary to receive the benefit payable under the Plan. You may change your beneficiary at any time. Beneficiary designations and changes must be made through Minnesota Life online beneficiary management system or by calling Minnesota Life at 1-866-293-6047 to request a form.

If using the online method to **create or update** a beneficiary record, please follow these instructions:



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1. Access the Beneficiary Designation website at www.LifeBenefits.com.
2. Your user ID is the letters MOC followed by your 8-digit employee ID number.
3. If this is your first visit to the LifeBenefits site, your password is your 8-digit date of birth (mmddyyyy) followed by the last four digits of your social security number. You will need to change this to another password for future visits.
4. Complete the site's Welcome steps.
5. For initial beneficiary designations click on the "Begin" button.
6. If you already have a beneficiary designation on file, click on "View Beneficiary" to see it. You may then click on "Update Designation" to make any changes.
7. Complete all the Beneficiary Designation steps.
8. Minnesota Life will mail you a confirmation letter after you complete your designations.

No change in the beneficiary designation shall be effective until it has been received by Minnesota Life.

If there is no beneficiary designated or if your designated beneficiary is not surviving when a benefit becomes payable (date of death), benefits will be paid by survivor class, in the following order to your:

- Spouse;
- Children (either natural born or adopted through a final adoption order issued by a court of competent jurisdiction prior to the date of the member's death) but specifically excluding step-children;
- Parents;
- Brothers and sisters; or
- Executors or administrators of the insured member's estate.

After the claim is approved the beneficiary(ies) will receive payment from the insurance company in a lump sum check.

IX. Continuation of Coverage

As described below, during certain absences you may continue your Level Premium Life Insurance coverage by payment of your monthly contributions in advance of the period of coverage provided you do not become eligible to participate in a similar group plan as an employee of another employer. Advance contributions must be paid on or before the last day of each month and, at a minimum, must be in an amount equal to the premium for the following month's coverage plus any unpaid premium for coverage up to and including the due date. If such contributions are not paid in advance or you become eligible to participate in another employer's group plan, your coverage ceases at the end of the period for which contributions have been made.



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Upon commencement of a leave of absence, your coverage and contribution amounts will be based on the amount of coverage in force immediately prior to the beginning of your leave. Coverage and contribution amounts thereafter will be calculated in the same manner as for active employees, as described in Section III.

- A. If you are temporarily laid off, you may continue your coverage for up to three months by payment of your contributions in advance.
- B. If you are granted a Sick Leave, you may continue your coverage for up to one year. Any further extension must be approved by the Plan Administrator. As long as you are receiving sick benefits or vacation pay while on leave, your contributions will be deducted. If you are not receiving sick benefits, you may continue your coverage by payment of your contributions in advance.
- C. If you are on a Sick Leave while receiving LTD benefits, your coverage will be continued at no cost to you.
- D. If you are on an Educational Leave or Personal Leave, you may continue your coverage for up to two years by payment of your contributions in advance.
- E. If you are on a Family Leave of 12 workweeks or less, your coverage may be continued by payment of your contributions in advance.

If the Company discontinues coverage as a result of your non-payment of premiums while you are on a Family Leave of 12 workweeks or less, upon your return to work, benefits will be restored to at least the same level and terms as were provided when Family Leave began, subject to any changes in benefit levels that may have taken place during the leave affecting the entire workforce, unless otherwise elected by the employee. Therefore, you shall not be required to meet any qualification requirements such as a waiting period, a pre-existing condition exclusion, waiting for open enrollment or passing a medical exam.

- F. If you are on a Family Leave in excess of 12 workweeks, your coverage may be continued for up to two years by payment of your contributions in advance.
- G. If you are granted a Military Leave to perform service in the uniformed services, you may continue your coverage during your Military Leave and provided the required monthly premiums are paid in advance of the period of coverage. If you choose not to retain coverage or if the Company discontinues Level Premium Life Insurance coverage as a result of your non-payment of premiums while you are on Military Leave, upon your return to work, your coverage will be restored to at least the same level and terms as were provided when your Military Leave began, subject to any changes in benefit levels that may have taken place during the Military Leave affecting the entire workforce, unless otherwise elected by you. Therefore, you will not be required to meet any qualification requirements such as a waiting period, a pre-existing condition exclusion, waiting for open enrollment or passing a medical examination.

If you separate from Company service after the first day of a month and elect to retire the first day of the following month, your coverage will be continued during the period between actual separation and the effective date of your retirement at the amount in effect at time of separation. If applicable, the reduction of coverage for retirees would begin immediately upon retirement.



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X. Termination of Coverage

Coverage terminates with the following events:

- On the date you cease to be a Regular employee who works on a “full-time basis or “part-time basis,” unless you satisfy this Plan’s definition of a Marathon Oil Company Level Premium Plan Retired Member;
- On the first day of the month following the month in which premium is due and not paid; or
- As specified in the “Continuation of Coverage” section.

Except when you are making contributions through the Contribution Conversion Plan, you may elect to discontinue coverage at any time. In such case, coverage ceases on the date such written election is received by the Company or the date you request, whichever is later. If you are making CCP contributions, you may discontinue coverage only in accordance with the provisions of the CCP Plan.

If at any time in the future, you waive coverage under the Level Premium Plan, such waiver will be irrevocable and no further coverage as an active employee or retiree will be available from this plan.

XI. Extension of Coverage

If you die within 31 days following termination of your full coverage, the amount of life insurance in force at the time of the termination will be paid to the beneficiary.

If you die within one year following the termination of your full coverage and have been totally disabled since the date of this termination, the amount of your life insurance in force at the time of termination will be paid to the beneficiary.

This extension of coverage provision does not apply in the case where the coverage under this Plan is immediately replaced by coverage under the Marathon Petroleum Level Premium Plan.

XII. Continuation, Conversion and Portability

(Effective for coverage that ends on or after January 1, 2005.)

The Plan provides several methods of allowing you to continue life insurance coverage after your group coverage ends or you lose a portion of your group coverage. Depending on where you reside and/or the reason your coverage ends or decreases, you may have the opportunity to either apply for continuation coverage (for Minnesota residents only), conversion coverage, or portability coverage. The following briefly describes the continuation, conversion and portability features of the Plan. Keep in mind you cannot convert and port the same type of coverage.

A. Continuation (Available to Minnesota residents, only)

Continuation coverage for Minnesota residents is the same group life insurance you had under the Plan, except you must pay the entire monthly premium cost (including your share and the Company’s share). This continuation coverage is available if your employment with the Company has ended or your work hours have been reduced below the level required for life insurance eligibility. However, this continuation coverage is not available if your employment ends because of your gross misconduct.



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If you are eligible and choose continuation coverage under Minnesota law, you must complete and return the form(s) and the initial premium to the insurance company within 60 days after the end of your group coverage under the Plan. If you do not return your form(s) and premium by that date, the option to continue your Life Insurance coverage will no longer be available.

Minnesota continuation coverage is a temporary continuation of existing life insurance coverage until you obtain coverage under another group term life insurance policy, or for a period of 18 months, whichever is shorter. That period will end earlier if the required monthly premiums are not paid on time, or if the Plan ends.

When your continuation period ends, you may port or convert your coverage as described in Sections B and C below.

For more information or to request application forms for continuation, call the insurance company at 1-866-293-6047.

B. Conversion

If you lose all or a portion of your coverage, you may convert your life insurance to an individual policy. (Upon retirement you are eligible to convert your active employee coverage level **and** maintain your retiree coverage, as defined in Section VI of this Plan.) Coverage can be converted without providing evidence of insurability. The maximum amount that you can convert is the amount you are insured for under the plan. You may convert a lower amount of life insurance.

You must apply for individual life insurance under this life conversion privilege and pay the first premium within 31 days after the date:

- Your employment terminates; or
- You are no longer eligible to participate in the coverage of the plan.

If you convert your coverage to an individual life policy, then return to work, and, wish to become insured under the Plan, all amounts are subject to evidence of insurability unless you surrender the individual life policy when you enroll for coverage upon your return to work.

Upon your request, the insurance company will send you information about the converted policy and premium cost. The policy will be one of the plans the insurance company offers, but may not provide the same benefits or coverage as the group Plan. The premium cost of the converted policy will reflect your age, class of risk and amount of coverage.

For more information or to request application forms for conversion, call the insurance company at 1-866-293-6047.

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C. Portability

If your Level Premium coverage ends you may be eligible to “port” your coverage if you were actively at work on the day before your coverage terminated. For purposes of this Portability provision, the phrase, “actively at work” does not preclude eligibility for an individual who is on an approved leave of absence or an individual who retired within the last 30 days. (Upon retirement, you are eligible to “port” your active employee coverage level and maintain your retiree coverage, as defined in Section VI. of this Plan.) The maximum amount of insurance you can port is the lesser of:

- The amount you are insured for under this Plan combined with your Basic coverage under the MOC Life Insurance Plan; or
- \$1,000,000.

The minimum amount of coverage that can be ported is \$10,000.

You must apply for portability and pay the first premium within 31 days after the date:

- Your employment terminates; or
- You are no longer eligible to participate in the coverage of the Plan.

You are not eligible to apply for portable coverage if:

- You are not actively at work on the day before your employment terminates or the date you are no longer eligible to participate in the Plan;
- You are age 70 or over;
- The policy is cancelled;
- You converted your insurance to an individual policy; or
- You failed to pay the required premium under the terms of the Plan.

Age	Monthly Cost Per \$1,000 of Coverage
< 25	\$0.108
25 – 29	\$0.129
30 – 34	\$0.171
35 – 39	\$0.195
40 – 44	\$0.216
45 – 49	\$0.324
50 – 54	\$0.495
55 – 59	\$0.927
60 – 64	\$1.425
65 – 69	\$2.739

Port rates are subject to change to reflect claims experience and other charges. The right to elect portable coverage is in lieu of the conversion privilege.

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For more information or to request application forms for portability, call the insurance company at 1-866-293-6047.

The provisions for continuation, conversion and portability do not apply in the case where the coverage under this Plan is immediately replaced by coverage under the Marathon Petroleum Level Premium Plan.

XIII. Assignment of Benefits

You may assign your life insurance by completing and submitting the applicable form to the Company. No assignment will be in effect until a copy is filed with the Company.

An assignment will transfer your interest and that of any beneficiary to the assignee. If you assign your insurance, you irrevocably relinquish all ownership rights, including the right to change beneficiaries, increase coverage, decrease coverage and cancel coverage.

Once assigned, the assignee is given the right to make changes in the coverage. Assignees can make changes during Benefits Open Enrollment Period by providing a notarized statement that specifies the desired change in coverage, the insured's name, social security number or employee number and the assignee's name, address, telephone and social security number.

Any such assignment will remain in force until changed by the assignee. Minnesota Life is not responsible for the validity or sufficiency of any assignment.

Since individual situations differ and tax laws are subject to change, the Company recommends you seek qualified tax advice before you assign any insurance.

XIV. Terminal Illness Benefit (Accelerated Benefit)

If you become terminally ill while insured under this Plan, you may elect to receive a Terminal Illness Benefit of up to 100% of your total amount of coverage up to a maximum of \$1,000,000 in effect on the date Minnesota Life receives satisfactory evidence that you are terminally ill.

Your right to exercise this option and to receive payment is subject to the following:

- You request this election, in writing;
- You have not previously assigned your coverage;
- Your physician must certify, in writing, that you are terminally ill and your life expectancy has been reduced to less than 12 months;
- The physician's certification must be deemed satisfactory to the insurance company; and
- You must be terminally ill at the time of payment of the Terminal Illness Benefit.

The Terminal Illness Benefit is available on a voluntary basis. Therefore, you are not eligible for benefits if:

- You are required by law to use the benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
- You are required by a governmental agency to use this benefit in order to apply for, get, or otherwise keep a government benefit or entitlement.



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Premium payments must continue to be paid on the remaining amount of your life insurance coverage.

An election to receive a Terminal Illness Benefit will have the following effect on other benefits:

- The death benefit payable will be reduced by any amount of Terminal Illness Benefit that has been paid; and
- Any amount of life insurance that may be available under the conversion privilege will be reduced by the amount of the Terminal Illness Benefit paid. The remaining life insurance amount will be paid according to the terms of the Plan subject to any reduction and termination provisions.

Benefits may be taxable. Minnesota Life is not responsible for any tax or other effects of any benefit paid. As with all tax matters, you should consult your personal tax advisor to assess the impact of this benefit.

XV. Miscellaneous Services

Please refer to Appendix A for additional services that are part of the Marathon Oil Company Level Premium Life Insurance Plan.

XVI. Benefit Claim Procedure

To file a claim, you or your survivor should contact the Plan Administrator. The Plan Administrator will then assist you (or your survivor) with the claim filing process with Minnesota Life. Minnesota Life shall notify you of the claim determination within 45 days of the receipt of your claim. This period may be extended by 30 days if such an extension is necessary due to matters beyond the control of the Plan. A written notice of the extension, the reason for the extension and the date by which the Plan expects to decide your claim, shall be furnished to you within the initial 45-day period. This period may be extended for an additional 30 days beyond the original 30-day extension if necessary due to matters beyond the control of the Plan. A written notice of the additional extension, the reason for the additional extension and the date by which the Plan expects to decide on your claim, shall be furnished to you within the first 30-day extension period if an additional extension of time is needed. However, if a period of time is extended due to your failure to submit information necessary to decide the claim, the period for making the benefit determination by Minnesota Life will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which Minnesota Life receives your response to the request for additional information.

If your claim for benefits is denied, in whole or in part, you or your authorized representative will receive a written notice from Minnesota Life of your denial. The notice will be written in a manner calculated to be understood by you and shall include:

- The specific reason(s) for the denial;
- References to the specific Plan provisions on which the benefit determination was based;
- A description of any additional material or information necessary for you to perfect a claim and an explanation of why such information is necessary;



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- A description of Minnesota Life's appeals procedures and applicable time limits, including a statement of your right to bring a civil action under section 502(a) of ERISA following your appeals; and
- If an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

XVII. Appeals of Denied Claims

If your claim for benefits is denied or if you do not receive a response to your claim within the appropriate time frame (in which case the claim for benefits is deemed to have been denied), you or your representative may appeal your denied claim in writing to Minnesota Life within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

A full review of the information in the claim file and any new information submitted to support the appeal will be conducted by the Minnesota Life, utilizing individuals not involved in the initial benefit determination. This review will not accord any deference to the initial benefit determination.

Minnesota Life shall make a determination on your claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if Minnesota Life determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that Minnesota Life expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which Minnesota Life receives your response to the request for additional information.

If the claim on appeal is denied in whole or in part, you will receive a written notification from Minnesota Life of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include:

- The specific reason(s) for the adverse determination;
- References to the specific Plan provisions on which the determination was based;
- A statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request;
- A description of Minnesota Life's review procedures and applicable time limits;
- A statement that you have the right to obtain upon request and free of charge, a copy of internal rules or guidelines relied upon in making this determination; and
- A statement describing any appeals procedures offered by the Plan, and your right to bring a civil suit under ERISA.



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If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

If the appeal of your benefit claim is denied or if you do not receive a response to your appeal within the appropriate time frame (in which case the appeal is deemed to have been denied), you or your authorized representative may make a second, voluntary appeal of your denial in writing to Minnesota Life within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your second appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

Minnesota Life shall make a determination on your second claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if Minnesota Life determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date by which Minnesota Life expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

Your decision to submit a benefit dispute to this voluntary second level of appeal has no effect on your right to any other benefits under this Plan. If you elect to initiate a lawsuit without submitting to a second level of appeal, the Plan waives any right to assert that you failed to exhaust administrative remedies. If you elect to submit the dispute to the second level of appeal, the Plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time that the appeal is pending.

If the claim on appeal is denied in whole or in part for a second time, you will receive a written notification from Minnesota Life of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include the same information that was included in the first adverse determination letter. If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

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XVIII. Administration

Important Plan Administration Information	
Plan Name	Marathon Oil Company Level Premium Life Insurance Plan
Plan Administrator (Agent for service of legal process)	Robert L. Sovine 5555 San Felipe Street Houston, TX 77056 Phone: 1-713-629-6600
Employer Identification Number	25-1410539
Type of Plan	Welfare Benefit Plan
Plan Sponsor	Marathon Oil Company 5555 San Felipe Street Houston, TX 77056
Plan Number	502
Inspection of Plan Documents	Plan documents may be inspected by making a request at any Company Human Resources office or by writing: Marathon Oil Company Benefits Administration 5555 San Felipe Street Houston, TX 77056
Plan Year	Ends on December 31, and its records are kept on a calendar year basis.
Insurance Company	The Minnesota Life Insurance Company 400 Robert Street North St. Paul, MN 55101-2098
Policy/Contract Number	34034-G

XIX. Further Information

This text along with the more detailed provisions of the insurance contract, which forms part of this Plan, issued to the Company provide the exact terms of the coverage of this Plan. The insurance contract with The Minnesota Life Insurance Company of America is incorporated by reference as part of this Plan Document. The terms of the Minnesota Life contracts prevail in the event of a conflict with any other Plan provisions or other document. Minnesota Life will make all determinations concerning eligibility for benefits under the Plan.

In determining the eligibility of participants for benefits and in construing the Plan's terms, the Plan Administrator (or the insurance company in cases where it has the authority to make determinations concerning eligibility for benefits) has the power to exercise discretion in the construction of doubtful, disputed, or ambiguous terms or provisions of the Plan, in cases where the Plan instrument is silent, or in the application of Plan terms or provisions to situations not clearly or specifically addressed in the Plan itself. In situations in which they deem it to be appropriate, the Plan Administrator may evidence:

- The exercise of such discretion; or

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- Any other type of decision, directive or determination made with respect to the Plan, in the form of written administrative rulings which, until revoked, or until superseded by Plan amendment or by a different administrative ruling, shall thereafter be followed in the administration of the Plan.

All decisions of the Plan Administrator (or the insurance company in cases where it has the authority to make determinations concerning eligibility for benefits) made on all matters within the scope of their authority shall be final and binding upon all persons, including the Company, any trustee, all participants, their heirs and personal representatives, and all labor unions or other similar organizations representing participants. It is intended that the standard of judicial review to be applied to any determination made by the Plan Administrator shall be the “arbitrary and capricious” standard of review.

XX. Modification and Termination of the Plan

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

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

- (i) By written resolution by the Board of Directors of the Company;
- (ii) By written resolution by the Executive Committee;
- (iii) By written actions exercised by any other Committee, for example the Salary and Benefits Committee (the “Salary and Benefits Committee”), to which the Board of Directors of the Company or the Executive Committee 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 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



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- (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 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.

XXI. Participating Companies or 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 Service Company, and Marathon Oil Sands USA, Inc.

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.

XXII. 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.



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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.

* * * * *

Note: At any given time, amendments to this Plan (including the insurance contract) may have been adopted by the Company which have not yet been reflected in these written documents. 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 ruling 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.

Appendix A

Miscellaneous Services

(The Miscellaneous Services described in this Appendix A are part of the Level Premium Life Insurance Plan and are included in the cost of coverage.)

Travel Assistance

Global Rescue provides 24-hour travel assistance, emergency medical and security transport services, and pre-travel resources to employees and retirees covered under the group life insurance plan. The spouses and dependent children of those covered under the group life plan may also access the services. Global Rescue's services are available when traveling for business or pleasure 100 or more miles away from home.

Contact Global Rescue at **1-855-516-5433** (toll free U.S. and Canada), **+1-617-426-6603** (international), or visit www.LifeBenefits.com/travel.

Beneficiary Financial Counseling

Beneficiaries who receive at least \$25,000 in policy benefits may choose to use independent beneficiary counseling services from PricewaterhouseCoopers LLP (PwC). PwC advisors do not sell insurance or investment products, and no information will be given to PwC without your beneficiary's written consent. There is no additional cost for this service. Resources available to eligible beneficiaries include:

- PwC Beneficiary Guide
- PwC eAdvisor
- 12-month subscription to Your Money, Your Future

Legacy Planning Services

Employees, spouses and dependents can access resources designed to help individuals and families work through end-of-life issues when dealing with the loss of a loved one or planning for their own passing. These resources are available at www.LegacyPlanningServices.com.