

Marathon Oil Company Personal Leave Plan

Current as of July 1, 2011

Personal Leave Plan



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I. Objective

Personal Leaves are provided to meet employee needs with respect to important personal matters not covered by the Sick Leave Plan or the Family Leave Plan, subject to Company approval.

II. Eligibility

All Regular Full-time and Regular Part-time employees who have been employed by the Company for at least 12 months are eligible to apply for personal leave.

For purposes of eligibility, “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 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 a personal leave.

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.

Casual employees are not eligible for personal leave.

III. Reasons for Personal Leave

Reasons for Personal Leave vary and may include but are not limited to the following: studying for a professional certification, performance of civic duty, assumption of office within a professional organization, or personal family reasons not meeting the criteria for a Family Leave (see “Family Leave Plan” for more information).

IV. Duration

Personal Leaves must be at least 30 days in duration. Short-term absences may be granted under the Permissible Absences for Personal Reasons Plan at the discretion of the employee’s supervisor.

No Personal Leave will be approved for longer than six months’ duration. Leaves with expected durations of longer than six months are subject to re-approval in six-month intervals.

As provided for under the Company’s **neutral discharge practice**, the maximum duration of a Personal Leave, without exception, is 24 months.

Duration (Start Date and End Date) must be established before the commencement of a Personal Leave. Personal Leaves will normally consist of a single consecutive period.

Any time period during which an employee is disabled and receiving sick benefits is not counted as part of a Personal Leave.

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V. Employment While on Leave

Employees are not permitted to perform in any position of employment with another employer while on an approved leave of absence, whether paid or unpaid and including Personal Leave, without prior written authorization from the Company.

VI. Notification and Documentation Requirements

To the extent possible, employees must provide the Company with at least 30 days notice in advance of the anticipated Start Date of a Personal Leave.

An employee must complete a Leave Request Form and may be required to provide documentation that is relevant to the reason for the Personal Leave request.

VII. Approval Requirements and Considerations

All approvals of Personal Leaves are at the discretion of the Company. The employee's years of service, job performance, Company loyalty, potential, etc., are examples of factors, which are considered before approving a Personal Leave.

VIII. Benefits Status During a Personal 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 the status of each benefit, refer to the respective plan document. (The list below merely highlights the major benefit plans. For a summary of the status of all benefit plans while on any type of leave of absence, please refer to the document entitled, "Benefits Status While on Leave.")

Benefit Plan Membership Continued (with exceptions/prerequisites noted):

- Retirement Plan (vesting only)
- Thrift Plan (vesting time only; accounts in suspense; loan payments required)
- Health Plan (with required member contributions)
- Dental Plan (with required member contributions)
- Vision Plan (with required member contributions)
- Wellness Plan
- Employee Assistance Plan
- Health Reimbursement Account
- Optional Contributory Life Insurance Plan (with required member contributions)
- Level Premium Life Insurance Plan (with required member contributions)
- Accidental Death and Dismemberment Insurance Plan (with required member contributions)
- Long Term Disability Plan (with required member contributions)
- Educational Reimbursement Plan

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Benefit Plan Membership Terminated:

- Employee Service Plan
- Basic Non-contributory Life Insurance
- Sick Benefit Plan
- Health Care Spending Account
- Dependent Care Spending Account
- Contribution Conversion Plan
- Occupational Accidental Death Insurance Plan

IX. Job Reinstatement

Job reinstatement for employees returning from a Personal leave is NOT an entitlement, and depends on employment needs at the time the employee wishes to return.

If no suitable employment is available, the termination date is the later of (1) the date that the determination is made that no suitable employment exists; or (2) at the conclusion of the leave period granted to the employee.

Employees will be considered to have resigned from the Company:

- If they have not returned to work when their leave expires, or
- If they notify the Company that they do not intend to return to work.

In these cases, the resignation will be effective upon the leave End Date.

The Company has the right to recover all employer-paid health plan premiums for maintaining coverage during the leave in the event the employee fails to return from leave, provided the reason is not due to the continuation, recurrence or onset of a serious health condition which entitles the employee to leave, or other circumstances beyond the employee's control. An employee who returns to work for at least 30 calendar days is considered to have "returned" to work.

X. Approval Authority for Minor Amendments

In addition to the other methods of amending MOC's employee benefit plans, practices, and policies (hereinafter referred to as "MOC Employee Benefit Plans") which have been authorized, or may in the future be authorized, by the Marathon Oil 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;

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- (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.

XI. 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.

XII. Further Information

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

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

XIII. 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.