Retirement Plan of Marathon Oil Company

Summary Plan Description

As of July 1, 2016

Marathon Oil®

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Retirement Plan of Marathon Oil Company (“Retirement Plan”)

The Retirement Plan of Marathon Oil Company aims to be a source of income after your retirement.

While the purpose of the Retirement Plan is to provide income after retirement, the benefits you accumulate under the plan can be used for other purposes after your termination of employment, subject to the plan terms and the legal restrictions concerning tax-qualified pension plans.

The Retirement Plan can be a key component of your retirement income. Marathon funds this plan-you do not make any contributions. The Retirement Plan is a “cash balance” retirement-plan design that allows your cash balance account to grow steadily with annual *pay credits* and monthly *interest credits* over your career with Marathon.

Governing plan documents

In preparation of this summary plan description, much effort was made to avoid contract and legal terms whenever possible in order to present a simplified overview of essential information about your benefits in terms that are not difficult to understand. The formal terms of the plan are set forth in legal plan documents. Should any questions arise about the nature and extent of your benefits, the formal language of the plan documents (and not this summary plan description) will govern.

Because this document is intended as a summary of the Retirement Plan of Marathon Oil Company, it is not intended to describe each plan provision in detail. More complete details are contained in the governing plan documents. While we intend to update this summary on a regular basis, it is possible that at any point this summary may not be current or complete. Further, differences between this summary and the Retirement Plan document are not intended. If, however, differences are found to exist, the relevant portions of the Retirement Plan documents will govern.

This Summary Plan Description summarizes plan provisions as of July 1, 2016. Plan provisions varied in the past and may change in the future. Marathon Oil Company reserves the right to amend or terminate the Retirement Plan and any other benefit plan at any time without any advance notice, except such notice as may be required by applicable law.

Relevant plan documents and other information is available online at mrobenefits.com.

Italicized terms found in the text of this Summary Plan Description are explained in general terms in the Glossary section of this document.

Also, in some cases special rules apply to employees who worked for a business that was acquired by Marathon.

Eligibility and participation

Who is eligible

In general, you are eligible to participate in the Retirement Plan if you are classified as a regular full-time employee, regular part-time employee, or casual employee of a *participating employer*. (see glossary)

You are eligible to begin earning benefits under the plan on your first day of employment, if you meet the above requirements and are not excluded in one of the categories outlined in "Who is not eligible."

Who is not eligible

Regardless of your employee classification, you are not eligible to participate in the Retirement Plan if you are:

- A leased employee.
- Not a U.S. citizen, unless you are a non-U.S. citizen hired in the U.S. to perform services in the U.S., or within an employee group specifically approved to participate in the tax-qualified retirement plans of Marathon Oil Company.
- An independent contractor, even if reclassified as a common-law employee.
- Covered by an agreement specifying that you are not eligible to participate in the Retirement Plan.
- Classified by Marathon Oil Company or another participating employer as a co-op, intern, college learner, summer helper or other category of employment reserved for student employees.
- Not classified as an employee on a participating employer's payroll, even if you are reclassified as a common-law employee by a third party.
- An employee participating in another retirement plan funded by a company that is a subsidiary of Marathon Oil Corporation. However, you can participate in both the Marathon Oil Company Thrift Plan and the Retirement Plan.

When participation begins

Once you meet the eligibility requirements, you automatically become an *active member* of the Plan. You do not need to enroll.

Note: prior to 2012, the Retirement Plan had age and service requirements for participation; additional rules may apply to individuals who were hired prior to 2012.

When participation ends

You are no longer an *active member* of the plan on the day you terminate employment or otherwise cease to meet the eligibility requirements.

However, you continue as a *retired member* or *former member* if you are vested and choose to leave your vested benefits in the Plan. You may continue to participate in the plan (but not earn additional pay credits) until you have received all vested benefits under the Plan.

Vesting

Your benefits under the Retirement Plan normally vest after three (3) *years of vesting service* (explained in the Glossary below).

If you terminate employment with all Marathon-controlled companies before completing at least three (3) years of vesting service, in most cases, your benefits are forfeited. However, if you terminate employment after *normal retirement age* (65), or due to death or total disability, or if you are involuntarily terminated within 24 months of a change in control, your benefits are vested even if you do not have three *years of vesting service*. (Total disability and change in control are defined in the Plan.)

Note: vesting requirements were different for individuals who left before 2010.

How the plan works

The type of benefit(s) you are entitled to under the Retirement Plan depends on when you have worked for a *participating employer*.

Cash Balance Retirement Benefit

To the extent that you are employed by a *participating employer* after December 31, 2009 and are otherwise eligible for the Plan, you will be entitled to a Cash Balance Retirement Benefit. This means your benefit will be determined under a lump-sum based formula, which will take into account your annual pay credits and monthly interest credits.

Under the cash balance formula, *active members* receive annual *pay credits* equal to a percentage of *adjusted gross pay* based on their plan points. Plan points equal the sum of an active member's age and *cash balance service*. For example, if you are 45 years old and have 15 years of *cash balance service*, you will have a total of 60 plan points. If you are 55 years old and have 25 years of *cash balance service*, you will have a total of 80 plan points. Participants with fewer than 50 points receive a 7 percent pay credit percentage; participants with 50 to 69 points receive a 9 percent pay credit percentage; and participants with 70 or more points receive an 11 percent pay credit percentage. ("*Adjusted gross pay"* and *cash balance service* that are counted for this purpose are explained in the Glossary section below.)

Your Cash Balance Retirement Benefit will also grow with monthly *interest credits*. For each calendar month after 2009, an interest credit will be added to your cash balance. This interest credit is calculated by multiplying your cash balance as of the first day of the month by one-twelfth of the interest credit rate in effect for the year. The interest crediting rate is the greater of 3% or the average annual rate of interest on 30-year Treasury securities (which is set each January 1 based on the rates in effect for the preceding August, September and October). Historical rates are shown in this chart:

Year	Rate
2016	3.00%
2015	3.17%
2014	3.74%
2013	3.00%
2012	3.32%
2011	3.82%
2010	4.25%

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Combined Retirement Benefit

If you provided service for a *participating employer* both before January 1, 2010 and after December 31, 2009 and were eligible to participate during both time periods, you are entitled to a *combined retirement benefit*. This means that your retirement benefit will be the sum of your Cash Balance Retirement Benefit, if any, and your Legacy Retirement Benefit, if any.

Please see both the Cash Balance Retirement Benefit and the Legacy Retirement Benefit section to determine how your combined retirement benefit is calculated. Your Legacy Retirement Benefit is discounted to a lump sum and added to your Cash Balance Retirement Benefit if you elect to receive a lump sum. If you choose to receive a monthly pension form of benefit payment, your Cash Balance Retirement Benefit is converted to a monthly benefit amount and added to your monthly Legacy Retirement Benefit.

Legacy Retirement Benefit

If you provided service for a *participating employer* before January 1, 2010 and were an *active member* in the Plan, you will are entitled to a Legacy Retirement Benefit. The Legacy Retirement Benefit is calculated as an annual pension for your life, starting at *normal retirement age* (which is age 65), using the following formula:

$$[(1.6\% \times Final\ Average\ Pay) - (1.33\% \times Estimated\ Primary\ Social\ Security\ Benefit)] \times Years\ of\ Legacy\ Participation\ Service$$

The amount calculated under the formula is then divided by 12 to get your monthly life only pension. As of January 1, 2010, the Legacy Retirement Benefit part of the plan was amended so that participants do not accrue additional years of *legacy participation service*. Additionally, no more than 37.5 years of *legacy participation service* can be recognized under the Legacy Retirement Benefit formula of the plan.

Final average pay and *your Estimated Primary Social Security Benefit* are not updated after July 5, 2015. Vesting service and age will continue to be updated under the Legacy formula (for purposes of early retirement benefits eligibility, explained below).

When Benefits are Payable

Retirement Plan Benefits are only payable after you terminate employment with a vested benefit. The Legacy Retirement Benefit is calculated as a monthly benefit for your life only, with payment on the first day of the month immediately after you reach *normal retirement age* (65). However, you can elect to receive your Plan benefits if you terminate employment with a vested benefit before *normal retirement age*, although the amount you receive will be less than what you would receive at *normal retirement age* due to interest and other factors. When it is time for your benefits to begin, you will normally have a choice of whether to receive all of your benefits in a lump sum payment, or to receive one of several lifetime monthly pension payment options.

Early Retirement Benefits (Legacy Retirement Benefits)

Generally, your monthly Legacy Retirement Benefit is reduced to an "actuarial equivalent" amount for every month you choose to start collecting benefits before *normal retirement age.* However, the benefit is not reduced as much if you are eligible for early retirement under the Plan. An *active member* who retires after age 50 and after completing at least ten *years of vesting service* is considered a *retired member* and is eligible for special early retirement benefits under the Legacy Retirement formula. If you retire and start benefits after age 62 with at least 10 *years of vesting service,* there is no reduction in your monthly benefit under the Legacy Retirement formula. The monthly benefit is reduced by 3% for each year before age 62 to age 59, and by 4% for each year below age 59 to age 50. For example, if you have a Legacy Retirement Benefit and retire at age 50 with ten or more *years of vesting service*, you can choose to start monthly payments of the Legacy portion of your benefit that are 55% of the amount of your *normal retirement age* Legacy benefit. (Additional adjustments to the monthly payment may be made if you elect a benefit with a survivor feature, explained below.)

Note: Special rules apply to certain individuals who have benefits under the Ashland Plan.

Lump Sum Payment

You can elect to receive your entire Retirement Plan Benefit as a lump sum at any time after you terminate employment with a vested benefit. For your Cash Balance Retirement Benefit, the lump sum is simply your accumulated Cash Balance amount, with interest credits through the month before payment occurs. If you have a Legacy Retirement Benefit, the future monthly pension payments under that formula are discounted to present value, using mortality factors and interest rates specified in the plan. Interest rates are reset annually.

If the present lump sum value of your entire Retirement Plan Benefit is $5,000 or less, a lump sum payment will be made and you will not have an option to choose a monthly pension benefit instead. If the lump sum amount is between $1000 and $5000, it will be transferred into an individual retirement account in your name, unless you make a timely election to receive it in cash or to transfer it in a direct rollover to an eligible retirement account of your choosing.

Generally, a lump sum distribution to a plan member can be rolled over into an individual retirement account or into another tax-qualified retirement plan, including the Marathon Thrift Plan. More information is distributed at the time the member elects the payment option.

Please note the Retirement Plan may be required to limit or suspend lump sum payments if the Plan's funding drops below a certain level, as required by federal law. Currently the Plan is adequately funded to allow lump sums.

Annuity Payment Forms

You may choose to receive your entire Retirement Plan benefit in a single life annuity form, which pays you a fixed monthly pension for your lifetime only; after you die, no further payments are made to anyone.

If you have a Legacy Retirement Benefit (based on service prior to 2010), the benefit calculated under that formula is the amount you would receive as a single life annuity starting the first of the month after you reach *normal retirement age*.

If you choose a single life annuity form, your Cash Balance Retirement Benefit will be converted to a similar monthly pension, based on interest rate and mortality factors specified in the Plan, and added to your monthly Legacy Retirement Benefit amount.

If you are both married and retiring before reaching age 65, you may also elect a “single life annuity with right to change.” This benefit will provide you with a monthly payment equal to your age-reduced single life annuity until age 65, at which point a new form of annuity benefit may be elected. If you elect the single life annuity with right to change, you cannot elect a lump sum at age 65.

If you are married when your benefits begin, you may also elect a joint and survivor pension, which will pay you a reduced monthly amount during your lifetime, and will pay a specified percentage (25%, 50%, 75% or 100%) of your lifetime pension to your surviving spouse after your death. After you and your surviving spouse both die, no further payments are made to anyone.

Alternatively, you may elect a "term certain" annuity form of pension, with a reduced monthly payment paid to you so long as you live, and continued payments to your designated beneficiary for the remainder of the time period you have elected (five, ten or fifteen years), if you die before that time period ends.

The monthly payments under the various annuity forms are calculated based on mortality and interest factors specified in the plan, and the exact amount will vary depending on the form selected, interest rates at the time the option is effective, the time you elect to begin receiving benefits, your age, and your spouse's age (if you elect a joint and survivor pension).

Spousal Consent Requirements

If you are married at the time your benefits are to begin, your spouse must sign a notarized consent (or sign a consent in the presence of a Plan representative) to your choice of a lump sum, single life annuity, or any other payment form that does not include at least a 50% survivor annuity for the benefit of your spouse.

Death Benefits

If you die before receiving any benefits under the Retirement Plan, your *Cash Balance Benefit* (if any) will be payable to your surviving spouse, or if you are not married at the time of your death, to your estate.

If you have a *Legacy Retirement Benefit*, and you die while you are an *active member*, the value of your entire *Combined Retirement Benefit* will be payable to your surviving spouse, or, if you are not married, to your estate.

If you are married and you die after you have terminated employment with a deferred vested benefit but before making a valid election to commence your benefit, then your surviving spouse will receive your *Legacy Retirement Benefit* as a 50% survivor annuity, and the remaining 50% of your *Legacy Retirement Benefit* will be forfeited. Your surviving spouse will receive your *Cash Balance Benefit* and may elect either a lump sum or an annuity for this portion of your benefit.

If you are single and you die after you have terminated employment with a deferred vested benefit but before making a valid election to commence your benefit, your *Cash Balance Benefit* will be paid to your estate, and your *Legacy Retirement Benefit* will be forfeited.

If you die after making a valid benefit election or beginning to receive a monthly pension annuity benefit under the Plan, any death benefits will be paid based on the form you elected. If you elected a single life annuity (payments for your lifetime only), or already received a lump sum payment from the Plan, no death benefit is payable to anyone.

Proof of death and other documentation will be required before death benefits are paid.

IRS Limits and Special Requirements

The Retirement Plan is intended to be tax-qualified under the Internal Revenue Code. As such, it is subject to many special technical rules. For example, benefits must begin to be paid by age 70-1/2 in most cases. In addition, *gross pay* that can be counted under the Plan is subject to an annual dollar limit (currently $265,000) and benefits under the Plan are subject to dollar limits required by the tax rules.

Glossary:

Below are general definitions of some of the terms used in this Summary Plan Description. The plan documents should be consulted for more details**.**

Active Member:
Generally, an employee of a *participating employer* who is eligible for the Plan is considered an Active Member while employed.

Adjusted Gross Pay:
For purposes of calculating Cash Balance Retirement Benefits, *Adjusted Gross Pay* generally means *Gross Pay* for the plan year in questions, and includes all cash incentive bonuses paid during the year (unless paid after termination of employment or retirement.)

Cash Balance Retirement Benefit:
Your plan benefit based on employment and pay after 2009, which is calculated as a lump sum amount, based on annual pay credits and monthly interest credits. (See "Cash Balance Retirement Benefit" section of this Summary Plan Description.)

Cash Balance Service:
Generally includes *Years of Vesting Service* prior to 2010 (if any), plus the calendar months of employment after 2009 with a *participating employer* in a category of employment that is eligible for the Plan. Special rules apply to leased employees, service with companies that were acquired by Marathon, and transfers from non-participating employers.

Combined Retirement Benefit:
For individuals who were *active members* both before 2010 and after 2009, the Legacy Retirement Benefit and the Cash Balance Retirement Benefit.

Final average pay:
Is equal to the highest average eligible earnings for 36 consecutive months in the last ten years before retirement (or before July 5, 2015, if earlier). Eligible earnings under the Legacy Retirement Benefit formula are generally based on *Gross Pay*.

Gross Pay:
Generally, *gross pay* includes pay for hours worked (including overtime pay), commissions, and paid time off. Gross Pay is determined before any offset for military pay while on military leave, and before deducting employee pre-tax contributions to the Marathon Thrift Plan or a cafeteria plan. Cash incentive bonuses paid prior to retirement or termination of employment are included. However, no more than three bonuses will be counted in determining *Legacy Retirement Benefits*. *Gross Pay* generally excludes signing bonuses, any bonus paid after termination or retirement, relocation allowances, tax allowances, equalization payments or reimbursements, location premiums, travel pay, non-qualified deferred compensation, items not paid in cash (e.g., imputed income), severance or separation pay, and any leave cash-out received after termination of employment or retirement.

Hours of Service:
Generally, you are credited with an hour of service for every hour of paid work that you do for a participating employer or another company controlled by Marathon. Under current rules, salaried, exempt employees who do not have records of actual hours worked, get credit for 45 hours per weekly payroll period, or 90 hours per bi-weekly payroll period.

Legacy Participation Service:
Generally includes full months during which an *active member* receives or is entitled to receive compensation from a *participating employer.* Approved leave of absence and periods of layoff of less than 12 consecutive months are also credited. No service after December 31, 2009 is counted as Legacy Participation Service.

Normal Retirement Age:
Age 65. Basic Legacy Retirement Benefits are calculated as a benefit paid starting at your Normal Retirement Age.

Participating Employer:
Currently Marathon Oil Company, Marathon Oil Corporation, and Marathon Service Company are Participating Employers.

Retired Member:
A member who retires after attaining either (a) *normal retirement age* or (b) age 50 with ten or more *years of vesting service*.

Year of Vesting Service:
You will earn a *year of vesting service* if you are credited with 1,000 or more hours of service during your first twelve months of work with a Marathon company. You earn an additional *year of vesting service* if you are credited with 1,000 or more hours of service during each calendar year that starts after your initial employment date. Special rules apply to certain employees – generally those who worked for an entity that was acquired by Marathon or those who were previously "leased employees".

Administrative Information

Plan Name	Retirement Plan of Marathon Oil Company
Plan Administrator and Agent for service of legal process	Deanna L. Jones 5555 San Felipe Street Houston, TX 77056 Phone: (713) 629-6600
Named Fiduciaries	Deanna L. Jones 5555 San Felipe Street Houston, TX 77056 Phone: (713) 629-6600
Employer Identification Number	25-1410539
Type of Plan	Defined Benefit Pension Plan intended to be qualified under Section 401(a) of the Internal Revenue Code
Plan Sponsor	Marathon Oil Company
Plan Number	001
Sources of contributions	Marathon provides all contributions required by the IRS to fund the Retirement Plan. All contributions are held in the plan's trust.
Trustee (Service of legal process may also be made on the Trustee)	The Bank of New York Mellon 225 Liberty Street New York, NY 10286 Phone: (212) 495-1784
Recordkeeper	Fidelity Investments Institutional Operations Company, Inc. 82 Devonshire Street Boston, MA 02109
Inspection of Plan Documents	Plan documents may be inspected by making a request at any company Human Resources office or by writing: Marathon Benefits Department Marathon Oil Company 5555 San Felipe Road Houston, TX 77056 Plan documents are also available at the following website: www.mrobenefits.com
Type of Plan Administration	Certain plan administrative functions are delegated to a third party administrator.
Plan Year	January 1 – December 31

Plan trustee

The Retirement Plan assets are held in a trust. The Bank of New York Mellon is the plan trustee and is responsible for duties specifically assigned to it in the trust agreement or by applicable law, including:

- Having custody of the trust assets.
- Making — at the direction of the appropriate investment manager — all purchases, sales and redemptions of securities held by it.
- Voting — at the direction of the appropriate investment manager — stock held in the Plan.

Under the terms of the Plan, Marathon Oil Company may appoint additional or successor trustees.

Pension Benefit Guaranty Corporation Coverage of the Plan

Your monthly pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Many people receive all of the pension benefits they would have received under their plan, but some people may benefits that exceed the amount of the PBGC's guarantee. The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the company; and (4) benefits for which you have not met all of the requirements at the time the Plan terminates. **The PBGC does not guarantee lump sum benefits.**

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

Plan administrator

Marathon Oil Company has appointed Deanna L. Jones as the Plan Administrator for the Retirement Plan. The Plan Administrator (or any authorized delegates) is responsible for, among other things:

- Establishing rules and regulations regarding the Retirement Plan.
- Determining eligibility of participants.
- Handling contributions and calculations.
- Deciding, at the Plan Administrator's discretion, whether benefits should be paid.
- Selecting and contracting with a recordkeeper.
- Determining expenses that can be paid from plan assets.
- Interpreting the Retirement Plan.
- Operating and administering the Retirement Plan.

The Plan Administrator may delegate to an Assistant Plan Administrator the authority to exercise some or all of the Plan Administrator's powers as necessary or appropriate to carry out the provisions of the Plan.

The Plan Administrator is also authorized to obtain the services of legal counsel, outside consultants, and other appropriate persons.

The determinations of the Plan Administrator shall be conclusive in respect to all matters involved in the administration of the Retirement Plan except as otherwise provided in the Retirement Plan document or by law.

Plan recordkeeper

Fidelity is the recordkeeper for the Plan. This means that Fidelity retains data that is used to calculate your benefit. Fidelity also provides information about your Plan benefit that is available to you on netbenefits.com. Using netbenefits.com, most participants will be able to model their Retirement Plan benefit based on different dates of termination of employment and commencement of benefit. If you model your benefit, note that the amount you receive is an estimate. The majority of estimates generated using netbenefits.com shortly before benefit commencement are within 5% of a participant's final benefit, and this the goal that the Plan endeavors to meet. However, your final benefit may be different than the estimate that you receive.

Plan fees and expenses

Expenses of administering the Plan may be paid by the Plan's trust fund, or by the participating employers. Generally, payment of expenses by the trust fund does not affect your benefits under the Retirement Plan.

Assignment of Interest/Liens on Retirement Plan Benefits

Your rights to your Retirement Plan benefit cannot be transferred or assigned to anyone else, nor can you use your Retirement Plan as security or collateral for a loan.

However, the Plan is required to comply with a judgment, decree or order issued that constitutes a qualified domestic relations order, or "QDRO," under the domestic relations laws of a state (as explained in the next section), or a federal personal income tax lien.

Your Plan benefits may also be offset by a court order if you commit a crime involving the Plan or breach certain fiduciary duties that you have with respect to the Plan.

Qualified domestic relations orders

A domestic relations order, or "DRO," is an order or judgment issued by a state court directing the Plan Administrator to pay all or a portion of your benefit under a tax-qualified benefit plan, such as the Retirement Plan, to your spouse, former spouse or other eligible dependent.

If a DRO has been issued regarding your benefits you must forward all relevant documentation to QDRO Administration Services at Fidelity. Based upon the applicable QDRO guidelines, QDRO Administration Services will oversee the process that determines whether the DRO is qualified and is a QDRO. If the DRO is determined to be qualified, all or a portion of your plan benefits will be subject to the terms the QDRO.

If you have questions concerning a QDRO or if you would like a copy of the applicable plan QDRO procedures free of charge, please contact:

Fidelity Investments QDRO Administration Group
P.O. Box 770001 Cincinnati, OH 45277-0066
Attn: Marathon Oil Company

You can find more information about QDROs at https://qdro.fidelity.com and www.mrobenefits.com.

Note: These QDRO procedures apply to Marathon Oil's tax-qualified plans only.

Incapacity of participant or beneficiary

If you are declared incompetent or are a minor and a conservator, guardian or other person legally charged with your care is appointed, any benefits payable to you will be paid to your conservator, guardian or other person legally charged with your care. The Plan Administrator's decision in such matters will be final, binding and conclusive.

No Right to Employment

Your eligibility for, or your rights under, Marathon Oil's benefit plans is not a guarantee of continued employment. Marathon Oil's employment determinations are made separately from and without regard to the determination of the benefits to which you are entitled under the Plan. You have no right to continued employment with Marathon Oil. Marathon Oil reserves the right to terminate your employment at any time and for any reason not prohibited by law.

Future of the Retirement Plan

Marathon Oil Company has and reserves the right to change or terminate the Plan at any time without advance notice except to the extent that such notice is required by law. The decision to change or terminate the Plan may be a result of changes in federal or state laws governing benefits or any other factor.

If material changes are made to the Plan, Marathon Oil will notify you in accordance with legal requirements. Generally, no amendment or termination of the Plan will adversely affect your right to any benefits you may have accrued under the Plan immediately before its amendment or termination.

If the Plan is terminated and you are not vested, you will become fully vested in your benefits under the Plan, to the extent funded. No further credits will be added to your benefit calculations in the event of termination of the Plan. On termination of the Plan, if assets of the Plan are not sufficient to pay all benefits, assets would be allocated among Plan Members in accordance with ERISA.

Making a Claim for Your Benefit

How to Commence Your Benefit

To commence your benefit under the Retirement Plan, you should contact the Fidelity Benefits Center at 1-800-841-0213 at least 45 days, but not more than 180 days, prior to your desired "benefit commencement date." generally the same as your retirement date. (Note: the benefit commencement date does not refer to the actual disbursement date of retirement monies. See the "Retirement Plan" section below.) **Except in the event of involuntary layoff, you must start the process of commencing your benefit at least 45 days before your benefit commencement date.**

You should also review the "Getting Ready for Retirement," Tip Sheet on mrobenefits.com. It can be found here: http://www.mrobenefits.com/Documents/Tip-Sheets/Retirement-Preparation.htm.

Appeals process

If you disagree with the calculation of your benefit under the Retirement Plan or your claim is denied in whole or in part, you may appeal this adverse benefit determination by submitting an appeal to the Plan Administrator at the following address:

Deanna L. Jones, Plan Administrator
Retirement Plan of Marathon Oil Company
Marathon Oil Company
5555 San Felipe Street Houston, TX 77056

To expedite receipt of your appeal, please do not send it via certified mail.

Your appeal must be submitted within 90 days of your receipt of the claim denial, and should include a written statement:

- Requesting a review of your Retirement Plan benefit calculation or the denial of a request for a benefit;
- Setting forth any new or different information upon which the appeal of the denial is based, and all facts in support thereof; and
- Including all issues or comments which you feel are relevant to the appeal.

If you do not submit a written letter appealing to the claim denial within 90 days, you will be unable to file an appeal thereafter.

You may review pertinent documents to prepare your appeal at no charge to you. Upon your request, you may receive, free of charge, reasonable access to and copies of all documents, records, and other information relevant to the decision on your claim. The Plan Administrator may also request additional information from you to perfect your appeal and complete the review.

The Plan Administrator may ask you, or the Company or the Plan's recordkeeper to provide additional facts, documents or other evidence as the Plan Administrator, at the Plan Administrator's sole discretion, deems necessary or advisable to consider in making such a review. The timeframe to make a determination will be tolled (suspended) during this period. If you don't respond to a request for information, a decision will be made based on the information on file. On the basis of the review, the Plan Administrator will make an independent determination of your appeal.

You will receive a written decision on your appeal within 60 days of the Plan's receipt of your appeal, unless special circumstances require an extension of time for processing. If an extension of time is needed, a decision will be rendered as soon as possible, but not later than 120 days after receipt of your appeal.

The decision of your appeal will be provided to you in writing. It will include the reasons for the decision, a reference to the specific Plan provision(s), as applicable, and other relevant information related to the decision.

Effect of the Plan Administrator's decision

The decision of the Plan Administrator on your appeal is final, conclusive, and not subject to further review. The Plan Administrator has complete discretionary authority to interpret and administer the Plan and make factual decisions regarding eligibility, payment of benefits, and other Plan-related issues.

After the claims and appeals process has concluded

If, following exhaustion of the Plan's claims and appeals procedures, you still believe that you are entitled to a benefit under the Plan, you may file a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

Time limits and venue for bringing suit

However, any civil action for benefits must be brought no later than three years of the Plan Administrator's final decision of your appeal.

Any civil action for benefits under the plan must be brought in the United States District Court for the Southern District of Texas, Houston Division.

Importance of exhausting the administrative review process

If you do not file a claim, follow the claims process, or appeal on time, you will give up your legal rights, including the right to file a civil action in federal court because you will not have exhausted your internal administrative appeal rights. Generally, you must exhaust your internal administrative appeal rights before you can bring a civil action in federal court.

Your ERISA Rights

As a participant in a Marathon Oil benefit plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants have the right to:

- Examine, without charge, at the Plan Administrator's office, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies for the governing plan documents by contacting the Marathon Oil Benefits Department. A reasonable fee for copying may be assessed. The plan document is also available on mrobenefits.com.
- Obtain copies of the latest annual report (Form 5500 Series) and updated summary plan descriptions by contacting the Marathon Oil Benefits Department. A reasonable fee for copying may be assessed. These annual reports are also generally available on mrobenefits.com.
- Receive a summary of the plan's annual financial report at no charge. Each participant is automatically provided with a copy of this summary annual report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plans are called "fiduciaries" and have a duty to operate the plans prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may terminate your employment or discriminate against you in any way to prevent you from obtaining benefits under the plan or exercising your rights under ERISA.

If your claim for a 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 limits.

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suite 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 (which may be adjusted for inflation) until you receive the materials, unless the materials were not sent because of reasons beyond the Plan Administrator's control.

If you have a claim for benefits that 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 (DRO), you may file suit in a federal court. (You can file suit only after you have exhausted in the plan's claims and appeals procedures.) If the 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're successful, the court may order the person you have sued to pay these costs and fees. If you lose — for example, if the court finds your claim is frivolous — the court may order you to pay these costs and fees.

If you have any questions about the plan, contact the Marathon Oil Benefits Department. For questions about savings and retirement plans, contact the Marathon Oil Company Benefit Service Center at Fidelity.

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 contact:

Division of Technical Assistance and Inquiries Employee Benefits Security Administration U.S. Department of Labor 200 Constitution Avenue N.W. Washington, DC 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.

If you have questions about your benefits

If you have questions about your benefits from the Retirement Plan, you should contact the Marathon Oil Company Benefits Service at Fidelity at 1-800-841-0213. In many cases, an inquiry will solve your issue.

If you believe that the response to your inquiry is incorrect or need additional information to clarify your issue, you may submit a request for research to the Marathon Oil Benefits Department. You may contact the Marathon Oil Benefits Department by calling 1-855-652-3067, Option 6; in writing by e-mail at MROBenefitshelp@marathonoil.com; by mail at:

Marathon Benefits Department
Marathon Oil Company
5555 San Felipe Street
Houston, TX 77056

If possible, please include a copy of any written materials you have received that are relevant to your question, as well as any other information that supports your inquiry.