Marathon Oil Company
Thrift Plan

Amended and Restated Plan
Effective January 1, 2014
(Except as Noted Otherwise)

Marathon Oil Corporation

Thrift Plan Text

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I. Purpose and History of Plan

The purpose of the Marathon Oil Company Thrift Plan (the "Plan") is to assist employees in maintaining a steady program of retirement savings, and in supplementing their retirement income. The Plan is intended to be a profit-sharing plan that meets the requirements of Section 401(a) of the Code, and an "eligible individual account plan" as defined in Section 407(d)(3) of ERISA, which is authorized to invest in qualifying employer securities pursuant to Member directions.

The Plan was originally established effective November 1, 1953 and has been amended from time to time. Effective as of January 1, 2014 (except as otherwise provided below) the Company has by execution of this document amended and restated the Plan in its entirety. Except as otherwise provided, the provisions of this amended and restated Plan apply to determine eligibility, contributions, distributions, investments, and other Plan activities in Plan Years beginning on or after January 1, 2014. Prior versions of the Plan may have different rules for such activities that occurred in prior years. Any Employee or Member who died, retired, became disabled or terminated employment prior to January 1, 2014 shall not be entitled to any additional contributions or vesting by reason of this amendment.

II. Definitions

As used in the Plan, unless the context requires otherwise:

"Account" or "Account(s)," unless otherwise defined, means all of a Member's accounts under the Plan, as described in Article IX of the Plan.

"Active Member" is defined in Article V.A.

"ACP" (Actual Contribution Percentage) is defined in Articles VI.E. and VII.

"Administrator" or "Plan Administrator" means Deanna L. Jones, Vice President of Human Resources and Administrative Services of the Company, or her successor.

"ADP" (Actual Deferral Percentage) is defined in Article VI.E.

"After-tax Contributions" is defined in Article VI.B.

"Alternate Payee Member" is defined in Article V.D.

"Annual Addition" is defined in Article VIII.

"Article" refers to the Articles of the Plan.

"Beneficiary Member" is either a Spouse Beneficiary Member or a Non-Spouse Beneficiary Member, as each is defined in Article V.D.

"Catch Up Contributions" is defined in Article VI.G.

"Code" means the Internal Revenue Code of 1986 (the "Code"). All references to the Code in the Plan shall mean the Code as amended from time to time, or any successor statute, and including applicable Treasury Regulations promulgated thereunder.

"Company" or "MOC" means Marathon Oil Company, an Ohio corporation, or its successor.

"Company Contributions" or "Company Matching Contributions" means matching contributions made by the Company or a Participating Employer as provided in Article VII.

"Controlled Group" means the Company and any other entity or organization required to be aggregated with the Company pursuant to Section 414(b), (c), (m), (n) or (o) of the Code.

"Controlled Group Entity" means an entity or organization that is part of the Controlled Group. Solely for purposes of the limitations set forth in Code Section 415 and Article VIII of the Plan, "Controlled Group Entity" includes certain entities under more than 50% control, as provided in Code Section 415(h).

"Direct Plan Transfer Contribution" means a direct rollover contribution that a Member elects to make into the Plan from another retirement plan or account in accordance with Article VI.D. and Code Section 401(a)(31) (in the case of a direct rollover from another qualified plan).

"Direct Rollover" means a payment by the Plan to the eligible retirement plan specified by the distributee, as described in Article XVI.B.

"Distribution Calendar Year" is defined in Appendix E.

"Employee" means a common law employee of the Company or a Controlled Group Entity.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time. References to any Section of ERISA shall include any successor provision thereto.

"5% Owner" means a 5% owner of the Company or a Participating Employer, determined in accordance with Code Section 416(i).

"Gross Pay" as used herein shall include pay for hours worked (including overtime pay), pay for allowed hours, pay for paid time off, pay prior to any offset for military pay while on military leave, special general asset payments made to new employees whose date of hire was prior to December 2, 2011, sick benefit pay while on sick leave and commissions, subject to the following:

(a) Included in Gross Pay. Gross Pay shall include compensation received under the terms of the Marathon Oil Company Annual Cash Bonus Program and other annual incentive compensation programs that were previously established or may be subsequently established by Marathon Oil Company or another Participating Employer from time to time provided that the Member is not a retiree, Beneficiary, or terminated employee at the time of the payment from the incentive compensation program; Pre-Tax Contributions made by the Member to the Thrift Plan; effective January 1, 1990, contributions made by the Member under the Contribution Conversion Plan (CCP); and, effective January 1, 1998, Employee contributions as salary reduction amounts to Health Care Spending Accounts and Dependent Care Spending Accounts.

(b) Excluded from Gross Pay. Gross Pay shall exclude: signing bonuses paid on or after January 5, 2006; allowances under the Relocation Assistance Plan; miscellaneous benefit adjustments as provided by nonparticipating employers of the Controlled Group; tax allowances; deferred compensation under a non-qualified compensation arrangement; tax reimbursements; travel pay; foreign service or other location premiums or other similar special payments (such as hardship premiums or tax equalization payments); items of non-cash compensation or imputed income; severance pay, separation pay or other similar payments; and vacation pay received on or after an Employee's termination or retirement.

(c) Calendar Year Compensation. A Member's compensation for a calendar year shall include only that compensation which is actually paid to the Member or includable in the Member's gross income in such year.

(d) Limitations on Gross Pay. A Member's Gross Pay under the Plan is limited to the annual compensation limit in Section 401(a)(17) of the Code as changed at the same time and in the same manner as under Section 415(d) of the Code. The Gross Pay of any Member taken into account in determining benefit accruals in any Plan Year for any determination period shall not exceed $200,000, as adjusted for cost of living increases in accordance with Section 401(a)(17)(B) of the Code. The cost of living adjustment in effect for a calendar year applies to any determination period beginning with or within such calendar year.

"Highly Compensated Employee" means an Employee who was a 5% Owner, either during the current Plan Year or the prior Plan Year. An Employee is also a Highly Compensated Employee if he or she had compensation in excess of $80,000 for the prior Plan Year for purposes of Section 414(q) of the Code and was, during such Plan Year, in the group consisting of the top 20% of employees when ranked on the basis of compensation paid during such year. The $80,000 threshold under Section 414(q) of the Code shall be adjusted by the Secretary of the Treasury, pursuant to Section 415(d) of the Code. For purposes of this definition, "compensation" means compensation as defined in Section 415(c)(3) of the Code.

"In-Service Withdrawal" means a Member's withdrawal from his or her Account prior to severance from employment, in accordance with Article XIV.

"Installment Option" is defined in Article XVI.C.

"Investment Committee" is defined in Article XXI.

"Key Employee" is defined in Appendix A, Section II.

"Limitation Year" means the Plan Year.

"Member with Account(s) in Suspense" is defined in Article V.B.

"Member," unless otherwise described, includes Active Members, Members with Account(s) in Suspense, Retired Members, and Non-Employee Members, as defined in Article V.

"MRO Stock" means common stock issued by Marathon Oil Corporation, which is the parent company of the Controlled Group.

"Non-Employee Member" is defined in Article V.D.

"Non-Spouse Beneficiary Member" is defined in Article V.D.

"Non-Vested Member" means a Member whose Company Matching Contributions Account has not vested pursuant to Article XII.

"Participating Employer" means the Company and each Controlled Group Entity that, with the approval of the Plan Administrator or the Salary and Benefits Committee, has adopted the Plan for the benefit of its Employees. As of January 1, 2014, the Participating Employers consist of Marathon Oil Company, Marathon Oil Corporation and Marathon Service Company.

"Party in Interest" shall have the meaning given to that term by Section 3(14) of ERISA.

"Plan" or "Thrift Plan" means the Marathon Oil Company Thrift Plan, as amended from time to time.

"Plan Year" means the period from January 1 of any calendar year through December 31 of the same year.

"Pre-Tax Contributions" is defined in Article VI.A.

"Qualified Domestic Relations Order" or "QDRO" means a "qualified domestic relations order" as defined in Code Section 414(p), which has been approved pursuant to Article XVIII.A.

"Recordkeeper" means a third party service provider retained on behalf of the Plan to provide recordkeeping of Members' Accounts under the Plan and other administrative services.

"Required Beginning Date" is defined in Appendix E.

"Retired Member" is defined in Article V.C.

"Rollover Contribution" means a Member's Contribution of a distribution from another qualified plan or conduit IRA, as provided in Article VI.D.

"Roth Deferral Contribution" means an elective deferral that is designated irrevocably by the Member at the time of the cash or deferred election as a Roth Deferral Contribution that is being made in lieu of all or a portion of the Pre-Tax Contributions the Member is otherwise eligible to make under the Plan; and treated by the employer as includible in the Member's income at the time the Member would have received that amount in cash if the Member had not made a cash or deferred election.

"Roth In-Plan Conversion Account" is defined in Article VI.H.

"Roth Rollover Contribution" is Rollover Contribution comprised of funds distributed to the Member from an account described in Code Section 402A or 408A, as provided in Article VI.D.

"Salary and Benefits Committee" means the Marathon Oil Corporation Salary and Benefits Committee.

"Spouse Beneficiary Member" is defined Article V.D.

"Spouse" means the individual who is lawfully married to a Member under the laws of a domestic or foreign jurisdiction having the legal authority to sanction marriages and who is considered the Member's spouse for federal tax purposes in accordance with Rev. Rul. 2013-17, effective June 26, 2013. "Spouse" does not include a domestic partner or a party to civil union.

"Supplemental Contributions" is defined in Article VII.

"Suspension Period" means a period of six months after a withdrawal in which a Member is not eligible to receive Company Matching Contributions, as provided in Articles XIV and XV below.

"Top Heavy Plan" is defined in Appendix A Section II.

"Trustee" means Fidelity Management Trust Company, or any successor or additional trustees appointed pursuant to the Plan.

"Vested Member" means a Member whose Company Contribution Account is fully vested pursuant to Article XII.

"Year of Service" means an Employee has been compensated or entitled to compensation by a Participating Employer and/or a Controlled Group Entity for at least 1,000 hours in a "service year." Hours shall also be credited for approved unpaid leaves of absence to the extent provided below.

(a) An Employee's first "service year" consists of the twelve-month period beginning on the day an Employee first performs an hour of service. For calculating vesting service after an Employee's first "service year" of employment, the period for further vesting service calculations is immediately changed to a "Plan Year" basis. The first Plan Year measurement period will be the Plan Year which includes the first anniversary of the date the Employee first performs an hour of service. For purposes of the 1,000-hour test, the Thrift Plan provides as follows, strictly for the purpose of processing work hours for Plan vesting, use of the equivalency rule:

(b) The equivalency rule shall be: 45 hours for a weekly payroll, and 90 hours for a bi-weekly payroll. All work hours shall be associated with the month of the pay period beginning date.

(c) For a non-exempt Employee, when payroll wages and hours are received and the Employee is not on a leave, actual hours shall be used. If a non-exempt Employee is on an accepted paid or unpaid leave status covered under the terms of the Plan, the Employee's hours are determined by the equivalency rule.

(d) For an exempt Employee, if the Employee receives any payroll salary or wages, hours are determined by the equivalency rule. If the Employee is on an accepted paid or unpaid leave status covered under the terms of the Plan, the Employee's hours are determined by the equivalency rule.

(e) Hours will be credited towards Years of Service during any Suspension Period in accordance with the foregoing provisions. The Plan does not apply any break in service rule in calculating Years of Service. On reemployment, an Employee shall immediately receive credit for any whole Years of Service previously credited to the Employee under the terms of the Plan. (However, a break in service rule may be used for determining forfeitures and eligibility for reinstatement of forfeitures as provided in Article XII.C. and D.)

(f) For new hires with service with any Controlled Group Entity, other than described above, such service will be recognized as vesting service, subject to the terms of the Plan, provided that such service was performed while the employer was a Controlled Group Entity. For hires to a Controlled Group Entity with service with an employer of the controlled group of Marathon Petroleum Corporation, their service with an employer of the controlled group of Marathon Petroleum Corporation through June 30, 2011 will count for vesting under the Thrift Plan.

(g) The Thrift Plan will recognize previous Thrift Plan vesting service for purposes of vesting. For new hires with service with any Controlled Group Entity, other than described above, vesting service will be recognized for vesting as presently defined in the Plan; provided that such service was performed while the employer was a Controlled Group Entity.

(h) If a former Employee of a Participating Employer is hired (for reasons other than a transfer) by a nonparticipating Controlled Group Entity, or a former Employee of a Controlled Group Entity is hired (for reasons other than a transfer) by a Participating Employer, vesting service within the Controlled Group shall be recognized for purposes of vesting service under this Plan provided that such vesting service is attributable to time while the employer(s) was a Controlled Group Entity.

(i) If a former Member or Retired Member is subsequently reemployed by a Participating Employer, all prior service which has been credited for vesting purposes hereunder shall be reinstated.

(j) Members who were employed by a Participating Employer at the time such Participating Employer was acquired by the Company or another Member of the Controlled Group may, with the approval of the Company's Board of Directors or any committee, for example, the Marathon Oil Corporation Salary and Benefits Committee, to which the Board has specifically delegated its authority, be entitled to additional vesting service based on employment with the acquired employer. Appendix B outlines the additional vesting service which has been approved.

(k) "Leased employees" will be credited with Years of Service to the extent required under Code Section 414(n), but will not be eligible to participate in the Plan unless and until they become Employees meeting the eligibility requirements of Article III.

III. Eligibility

Except as provided in this Article III, any Employee of the Company or a Participating Employer is eligible to become a Member of the Thrift Plan.

Specifically excluded from eligibility to participate in the Plan are (1) any individual who has signed an agreement, or has otherwise agreed, to provide services to the Company or another Controlled Group Entity as an independent contractor, regardless of the tax or other legal consequences of such an arrangement, (2) any Employee who is classified by the Company or another Controlled Group Entity as a co-op, intern, college learner, summer helper or other category of employment reserved for student employees, (3) any leased employee compensated through a leasing entity, whether or not the leased employee falls within the definition of "leased employee" as defined in Section 414(n) of the Code, (4) any non-resident alien who receives no earned income from any Controlled Group Entity that constitutes income from sources within the United States, (5) any individual employed by a Controlled Group Entity that is not a Participating Employer, and (6) any Employee included in a collective bargaining unit if benefits were the subject of good faith bargaining, and the collective bargaining agreement does not provide for eligibility for this Plan.

If a Member terminates employment and is subsequently reemployed by a Participating Employer, eligibility for Active Member status in the Plan will commence on the first day of such reemployment, subject to the eligibility exclusions stated above.

Further, notwithstanding the eligibility requirements of this Article III, any Employee who is classified by the Company or another Member of the Controlled Group as a co-op, intern, college learner, summer helper or other category of employment reserved for student employees, may make Rollover Contributions to the Plan.

IV. Joining the Plan

Membership in the Plan is entirely voluntary, and an Employee may commence membership once he or she meets the eligibility requirements of Article III, by enrolling and electing to contribute in accordance with procedures established by the Administrator.

V. Classes of Membership

The manner in which a Member is permitted to make contributions, receive distributions and to direct his or her Account(s) depends on the class of membership to which the Member belongs. These classes of membership are:

A. Active Member: An eligible Employee of a Participating Employer is an Active Member for any period during which the Employee is receiving Gross Pay and has elected to make contributions to the Plan.

B. Member with Account(s) in Suspense: A Member who transfers at the request of his or her Employer to a Controlled Group Entity that is not a Participating Employer, who is on an approved unpaid leave of absence, or who has voluntarily suspended Member contributions is considered a Member with Account(s) in Suspense. A Deferred Member who is subsequently rehired by a Controlled Group Entity that is not a Participating Employer will be considered a Member with Account(s) in Suspense. Member with Account(s) in Suspense includes an individual who was an Active Member but whose status is changed from a common law employee to a leased employee (as defined in Code Section 414(n)) of a Participating Employer and/or a Controlled Group Entity. The definition of Member with Account(s) in Suspense includes all Scurlock Permian employees who on the closing date of the sale of Scurlock Permian (May 18, 1999) continue in employment with Scurlock Permian, the purchasing company or any affiliated company. The definition of Member with Account(s) in Suspense also includes any co-op, intern, college learner, summer helper or student employee who has made a rollover contribution to the Plan.

C. Retired Member: Any Member who terminates employment from a Controlled Group Entity with a vested Thrift Plan Account(s) after age 50, or at an earlier age pursuant to a Company-approved early retirement offer or program, is a Retired Member for purposes of this Plan until the entire balance of the Member's Account(s) is distributed.

D. Non-employee Member: Non-Employee Members include the following membership types:

1. **Deferred Member** — A Deferred Member is any Non-Vested Member who terminates employment or any vested Member under the age of 50 who terminates employment from a Controlled Group Entity and maintains an open Thrift Plan Account. The Company Contribution Account of a Non-Vested Member will be forfeited in certain events as provided in Article XII.C. below.

2. **Spouse Beneficiary Member** — A Spouse Beneficiary Member is a beneficiary who was the surviving spouse of an Active Member, Retired Member or a Member with Account(s) in Suspense at the time of such Member's death. Spouse Beneficiary Members may maintain open Thrift Plan Accounts for their lifetime, subject to the minimum distribution requirements of Code Section 401(a)(9) as set forth in Appendix E of the Plan and subject to the mandatory cashout provisions of Article XV.

3. **Non-Spouse Beneficiary Member** — A Beneficiary Member who is not a surviving spouse may maintain open Thrift Plan Accounts until no later than the fifth anniversary of the date of the Member's death, subject to the minimum distribution requirements of Code Section 401(a)(9) as set forth in Appendix E of the Plan and subject to the mandatory cashout provisions of Article XV.

4. **Alternate Payee Member** — An Alternate Payee Member is an individual who has become a Member as the result of a Qualified Domestic Relations Order.

Deferred Members and Alternate Payee Members, provided they have a vested Thrift Plan balance in excess of $5,000, may maintain open Thrift accounts until no later than the April 1 immediately following the calendar year in which such Members attain age 70½.

The manner in which any Member is permitted to direct distribution of his or her Account(s) is subject to the provisions of Appendix E: Minimum Distribution Requirements, and the requirements of Appendix E shall take precedence over any inconsistent provisions of the Plan, including this Article V.

VI. Member Contributions

Member contributions, as adjusted for investment earnings or losses, are non-forfeitable. A Member may elect to change the rate of his or her contributions or to voluntarily suspend or resume contributions at any time with each change becoming effective as soon as administratively possible after the Member notifies the Recordkeeper in accordance with procedures established by the Plan Administrator.

All Member contributions, other than Rollover or Direct Plan Transfer Contributions, must be made via payroll deduction. A Member's contribution election will be honored only to the extent of the Member's available take-home pay after tax withholding and other required payroll deductions, as determined by the Plan Administrator, such as welfare plan contributions or premiums, non-qualified plan deferrals, other benefit related payroll deductions, and court-ordered deductions. The total amount of the Member's payroll deduction contributions shall be transferred to the Trustee after each payroll cycle and credited to the Member's Account(s) as soon as practicable.

Members may make the following types of contributions to the Plan:

A. Pre-Tax Contributions — Each Active Member may elect to make Pre-Tax Contributions on a pre-tax basis of from 1% to 25% of Gross Pay. This election may be changed prospectively at any time, including automatically through the Active Member's election to participate in the Automatic Increase Program as specified in Article VI.F. below. Pre-Tax contributions and Roth Deferral Contributions combined cannot exceed 25% of Gross Pay. Pre-Tax Contributions are subject to the provisions of Code Section 401(k).

B. After-Tax Contributions — Active Members may elect to make After-Tax Contributions on an after-tax basis of from 1% to 18% of Gross Pay. This election may be changed prospectively at any time, including automatically through the Active Member's election to participate in the Automatic Increase Program as specified in Article VI.F. below. After-Tax Contributions are subject to the provisions of Code Section 401(m).

C. Roth Deferral Contributions — Active Members may elect to make Roth Deferral Contributions from 1% to 25% of Gross Pay. This election may be changed prospectively at any time, including automatically through the Active Member's election to participate in the Automatic Increase Program as specified in Article VI.F. below. Pre-Tax contributions and Roth Deferral Contributions combined cannot exceed 25% of Gross Pay. Unless specifically stated otherwise, Roth Deferral Contributions will be treated as elective deferrals in accordance with Code Section 402A, for all purposes under the Plan.

D. Rollover Contributions or Direct Plan Transfer Contributions — Active Members, Members with Account(s) in Suspense, Retired Members, former Retired Members, Deferred Members, and former Deferred Members may make Rollover Contributions of qualified distributions from any tax-qualified plan or conduit IRA. However, Roth Rollover Contributions will only be accepted from another tax-qualified plan. The Plan will accept Direct Plan Transfer Contributions only from other tax-qualified plans that are either (1) maintained by Controlled Group Entities or (2) specifically approved for Direct Plan Transfer Contributions by the Plan Administrator. The Plan will not accept Rollover Contributions or Direct Plan Transfer Contributions from a Code Section 403(a) plan or a non-conduit IRA.

The Plan will accept a rollover contribution to a Roth Rollover Account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

Individuals who are eligible to become Active Members, but have elected not to contribute to the Plan or have previously elected to withdraw their entire account balance are permitted to make Rollover Contributions to the Plan. The Plan may also accept Rollover Contributions from prior Members with Account(s) in Suspense, Deferred Members and Retired Members who previously closed their Plan Account(s). Subject to Plan Administrator approval, Spouse Beneficiary Members have the right to rollover distributions from qualified retirement plans sponsored by a Controlled Group Entity.

All Rollover Contributions or Direct Plan Transfer Contributions will be subject to the terms and guidelines as set forth by the Plan Administrator and shall be made in a lump sum in cash. Rollover Contributions must be made by the Member within 60 days after the Member has received the distribution from the applicable eligible retirement plan.

Rollover Contributions will be permitted from an Employee who is classified by the Company or a Participating Employer as a co-op, intern, college learner, summer helper or other category of employment reserved for student employees. These Employees are allowed into the Plan solely for the purposes of making Rollover Contributions from eligible retirement plans. An Employee who is classified by the Company or another Member of the Controlled Group as a co-op, intern, college learner, summer helper or other category of employment reserved for student employees may contribute a Rollover Contribution to the Trust by delivery of such contribution to the Trustee; provided that such Employee submits written certification that such contribution qualifies as a Rollover Contribution. Such an Employee will be considered a Member with Account in Suspense. No other types of contributions are permitted by such Employee until he or she satisfies the eligibility requirements to become an Active Member under the terms of the Plan.

E. IRS Limitations on Member Contributions — An Active Member may make Pre-Tax Contributions, Roth Deferral Contributions and After-Tax Contributions as specified in Article VI.A., VI.B. and VI.C. above, subject to the limits set forth in this Article VI.E., in Article VII (in the case of After-Tax Contributions) and in Article VIII below.

The dollar amount of Pre-Tax Contributions and Roth Deferral Contributions combined, including any contributions to this Plan, or any other qualified plan maintained by a Controlled Group Entity, may not exceed a maximum annual dollar limit pursuant to Code Section 402(g), as adjusted from time to time in accordance with the law.

Any excess Pre-Tax Contributions and excess Roth Deferral Contributions over the Code Section 402(g) limit will not be permitted and will first be transferred to the After-Tax Account, up to the maximum percentage specified in Article VI.B. with any remaining balance to be included in the Member's paycheck. If it is not possible to return such excess to the Member's After-Tax Account or the Member's paycheck, a separate check in the amount of the excess will be issued to the affected Member as permitted under applicable law.

Pre-Tax Contributions and Roth Deferral Contributions must satisfy the Actual Deferral Percentage ("ADP") test of Code Section 401(k), which is incorporated herein by reference. After-Tax Contributions when combined with Company Contributions must satisfy the Actual Contribution Percentage ("ACP") test of Code Section 401(m), as described in Article VII below. The Plan elects to use the current year testing method for the ADP and ACP tests. The Plan Administrator may elect to conduct the ADP and ACP tests and applicable minimum coverage tests by excluding eligible Employees who are not Highly Compensated Employees, who have not met the minimum age and service conditions of Code Section 410(a)(1)(A).

In the event that the ADP test is not satisfied, excess Pre-Tax Contributions or excess Roth Deferral Contributions shall be distributed no later than the end of the Plan Year following the Plan Year in which the failure occurred. Excess Pre-Tax Contribution and excess Roth Deferral Contribution amounts shall be determined by ranking all Highly Compensated Employees in descending order based on the amount of the sum of their Pre-Tax Contributions plus their Roth Deferral Contributions. Pre-Tax Contributions, or to the extent that sufficient Pre-Tax Contributions are not available, Roth Deferral Contributions of the Highly Compensated Employee with the highest dollar amount of Pre-Tax Contributions plus Roth Deferral Contributions shall be reduced until the amount is equal to the sum of Pre-Tax Contributions plus Roth Deferral Contributions of the Highly Compensated Employee with the next highest dollar amount. This procedure is repeated until all excess Pre-Tax Contributions and excess Roth Deferral Contributions are identified and distributed from the Plan. In the event that more than one Highly Compensated Employee has the same dollar amount of Pre-Tax Contributions plus Roth Deferral Contributions, then all shall have their Pre-Tax Contributions, or to the extent sufficient Pre-Tax Contributions are not available, Roth Deferral Contributions, reduced equally. The procedure for eliminating excess contributions related to the ACP test is discussed in Article VII.

Distribution of excess contributions under the foregoing provisions will be adjusted for gains or losses, but no adjustment shall be made for gains or losses from the end of the Plan Year in which the excess contributions were contributed through the date of distribution of such excess contributions.

F. Automatic Increase Program — Active Members may elect to enroll in a program that will automatically increase their rate of contributions on an annual basis. A Member choosing to participate in the program must elect an increase amount, in whole percentages of Gross Pay only, and a date on which the increase is to be applied each year (for example, increase Member contributions by 2% of Gross Pay each April 1). Subject to the Plan and statutory limits specified above, the increase will be applied to the Member's Pre-Tax Contribution election, Roth Contribution election, or After-Tax Contribution election, as applicable, in accordance with procedures approved by the Plan Administrator. A Member may voluntarily terminate participation in this program at any time. All changes are effective as soon as administratively practicable after the Member notifies the Recordkeeper in accordance with procedures prescribed by the Plan Administrator.

G. Catch-Up Contributions — All Active Members who have attained age 50 before the close of the Plan Year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, Code Section 414(v) ("Catch-Up Contributions"). Provided, however, that Catch-Up Contributions shall be permitted only for a Member who has elected to make Pre-Tax Contributions and/or Roth Deferral Contributions of at least 7% of Gross Pay, unless that Member has already contributed the maximum allowable pursuant Code Section 402(g). Such Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Sections 402(g) and 415. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code Sections 401(a)(4), 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416, as applicable, by reason of the making of such Catch-Up Contributions.

Eligible Active Members may elect to make Catch-Up Contributions from 1% to 50% of Gross Pay, subject to the provisions of Code Section 414(v). Members must specify whether their Catch-Up Contributions will be Pre-Tax Catch-Up Contributions or Roth Deferral Catch-Up Contributions. Catch-Up Contributions may not exceed a maximum annual dollar limit pursuant to Code Section 414(v), as adjusted from time to time in accordance with the law.

H. Roth In Plan Conversion — A Member may elect to "convert" all or a portion of the Member's Accounts within the Plan that are distributable as provided in Article XIV or XV and eligible for rollover to a Roth In Plan Conversion Account that is also within the Plan. For an Active Member not yet age 59½ or disabled, accounts that are distributable and eligible for rollover generally means the Member's vested Company Matching, Rollover and/or After-Tax Accounts; provided, however, that amounts invested in Tier 3 self-directed investments (brokerage accounts) may not be eligible for conversion. Amounts converted will be included in the Member's gross income as if distributed in the year of conversion (except for After-Tax Contributions which have previously been taxed).

VII. Company Contributions

Subject to adjustments by the Plan Administrator under the provisions of Code Section 401(m) and subject to the Suspension Period rules in Article XIV and Article XV, the Company will, for any given pay period, match each Active Member's Pre-Tax, After-Tax, or Roth Deferral Contributions up to a maximum of 7% of Gross Pay received during the pay period, dollar for dollar, but only out of its accumulated earnings and profits. The Company match is administered on a pay-by-pay basis and not on an annualized basis. The Company will not match Rollover Contributions, Direct Plan Transfer Contributions, Catch-Up Contributions or any contributions made during a Member's Suspension Period. Although Company Contributions are calculated and allocated to Active Members on a per-pay-period basis, Company Matching Contributions for a Plan Year may be made by the due date, including extensions, of the Company's federal income tax return for its tax year ending with or within the Plan Year in question.

Any Company Contributions and earnings thereon forfeited by a Member will reduce the Company's subsequent contributions to the Plan.

Company Contributions when combined with After-Tax Contributions must satisfy the ACP test of Code Section 401(m), which is incorporated herein by reference. The Plan elects to use the current year testing method for the ACP test.

In the event that the ACP test is not satisfied, any excess After-Tax Contributions and vested Company Contributions (together referred to as "ACP test contributions") shall be distributed no later than the end of the Plan Year following the Plan Year in which the failure occurred, or forfeited in the case of non-vested Company Contributions. Excess ACP test contribution amounts shall be determined by ranking all Highly Compensated Employees in descending order based on the dollar amount of their ACP test contributions. ACP test contributions of the Highly Compensated Employee with the highest dollar amount of ACP test contributions shall be reduced until the amount is equal to the ACP test contributions of the Highly Compensated Employee with the next highest dollar amount. This procedure is repeated until all excess ACP test contributions are identified and distributed from the Plan. In the event that more than one Highly Compensated Employee has the same dollar amount of ACP test contributions, then all Highly Compensated Employees with the same dollar amount of ACP test contributions shall have their ACP test contributions reduced equally.

Distribution of excess contributions under the foregoing provisions will be adjusted for gains or losses, but no adjustment shall be made for gains or losses from the end of the Plan Year in which the excess contributions were contributed through the date of distribution of such excess contributions.

The Company may make a Supplemental Contribution for one or more Members and/or eligible Employees in such amounts as the Plan Administrator may determine for the purpose of satisfying the ADP test or the ACP test, or any corrective contributions that the Plan Administrator determines are necessary or appropriate to correct errors made in the administration of the Plan, including, without limitation, any amounts determined under the IRS's Employee Plans Compliance Resolution System. The Plan Administrator shall indicate the nature of such Supplemental Contributions, and the contributions will be allocated to a separate Supplemental Contribution Account or to a separately allocated portion of another account under Section IX. Notwithstanding anything in the

Plan to the contrary, Supplemental Contributions and other contributions not constituting elective contributions shall be treated as elective contributions only if the requirements of Treas. Reg. Section 1.401(k)-1(c) and 1(d) are satisfied, and only if the contributions satisfy the requirements for qualified non-elective contributions, including the requirements that the contributions not be disproportionate as provided in Treas. Reg. Section 1.401(k)-2 (a)(6)(iv).

VIII. Maximum Contributions Limitation

In accordance with Section 415 of the Code, the Annual Addition that may be contributed or allocated to a Member's Thrift Plan Account(s) for any Limitation Year shall not exceed the lesser of:

(a) $40,000, as automatically increased as of January 1 of any calendar year to reflect any cost-of-living adjustment or other increase authorized by the Secretary of the Treasury or his delegate, or

(b) 100% of the Member's compensation, within the meaning of Section 415(c)(3) of the Code, for the Limitation Year.

The compensation limit referred to in (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code Section 401(h) or Code Section 419A(f)(2)) which is otherwise treated as an Annual Addition.

For purposes of the foregoing limitation, a Member's compensation shall include the Member's wages, salaries, fees for professional service, and other amounts received for personal services actually rendered in the course of employment with the Company or any Controlled Group Entity (including, but not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and elective deferrals under Code Sections 125, 132(f)(4), 401(k), 403(b) and 457. However, a Member's compensation shall exclude such items as employer contributions to a qualified plan of deferred compensation, income realized from the vesting of restricted stock or stock-settled restricted stock units, income realized from the exercise of a non-qualified stock option, income realized from the disposition of stock acquired under an incentive stock option, and reimbursed deductible moving expenses. Moreover, a Member's compensation for the Limitation Year shall only include amounts paid after the Member's severance from employment: (i) for services during the Member's regular working hours or outside the Member's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments if (a) such amounts would have been paid to the Member prior to his severance from employment if he had continued in employment with the employer and (b) such amount is paid by the later of 2½ months after the Member's severance from employment with the employer or the end of the Limitation Year that includes the date of such severance from employment; and (ii) amounts paid for accrued but unused bona fide sick leave, vacation or other leave that the Member would have been able to use had employment continued and payments pursuant to a nonqualified deferred compensation plan that would have been paid at the same time if employment had continued are included in calculating a Member's compensation for purposes of the foregoing limitation and (b) such amount is paid by the later of 2½ months after severance from employment with the employer or the end of the Limitation Year that includes the date of such severance from employment. Differential wage payments made to active duty members of the uniformed services are included in compensation for purposes of this limitation, in accordance with Code Section 414(u)(12).

If the Annual Additions to a Member's Thrift Plan Account(s) for any Limitation Year exceed this limit, the excess shall be corrected as the Plan Administrator determines in accordance with applicable law, including the IRS's Employee Plans Compliance Resolution System (EPCRS).

Notwithstanding the foregoing, the otherwise permissible Annual Addition for any Member under this Plan may be further reduced to the extent necessary, as determined by the Plan Administrator, to prevent disqualification of the Plan under Code Section 415, which imposes limitations on the benefits payable to Members who also may be participating in another tax-qualified pension, thrift savings, or employee stock ownership plan maintained by the Company or any Controlled Group Entity.

For purposes of this Article the term "Annual Addition" means the sum, credited to the Member's account, of:

(a) Employer contributions (including Pre-Tax Contributions and Roth Deferral Contributions but excluding Catch-Up Contributions),

(b) All employee contributions (but excluding Catch-Up Contributions), and

(c) Forfeitures.

IX. Accounting

Contributions to the Plan shall be accounted for with a separate Account maintained for each Member to which contributions, earnings or losses thereon, expenses, and withdrawals or distributions will be credited or debited, so as to provide separate accounting and allocations of gains and losses for each Member relative to the following Accounts:

A. Pre-Tax Account — This account contains all Pre-Tax Contributions (which may include amounts received in a plan-to-plan transfer from a Code Section 401(k) account) and the related earnings.

B. Pre-Tax Catch-Up Contribution Account — This account contains all Pre-Tax Catch-Up Contributions made by eligible Members, and the related earnings.

C. After-Tax Account — This account contains (1) all post-1986 After-Tax Contributions (including the tax-paid employee contribution portion of the 1987 ESOP Direct Plan Transfer Contributions and Retroactive After-Tax Contributions made after 1986) and (2) all pre-1987 tax-paid contributions plus the related earnings. A separate subaccount of this account contains the pre-1987 tax-paid contributions and the related earnings.

D. Roth Deferral Contribution Account — This account contains Roth Deferral Contributions, and the related earnings.

E. Rollover Account — This account contains monies contributed to the Plan as the result of a rollover from another tax-qualified plan or conduit IRA and the related earnings, except for Roth deferral amounts that have been rolled over from another tax-qualified plan.

F. Company Matching Account — This account contains all Company Contributions and the related earnings.

G. Roth Catch-Up Account — This account contains all Roth Catch-Up Contributions made by eligible Members and the related earnings.

H. Roth Rollover Account — This account contains Roth deferral amounts that have been rolled over from another tax-qualified plan and the related earnings.

I. Roth In Plan Conversion Account — This account contains amounts that have been converted pursuant to Section VI.H. and the related earnings.

J. Supplemental Contribution Account — This account contains certain Supplemental Contributions made pursuant to Article VII and the related earnings.

X. Investment of Accounts

The rules that follow concern the investment of funds credited to a Member's Accounts. The Member shall be entitled to make two investment elections: the first election shall apply to the Pre-Tax, Pre-Tax Catch-Up, After-Tax, Rollover and Company Matching Accounts, and the second election shall apply to Roth Deferral Contribution, Roth Catch-Up, Roth Rollover and Roth In-Plan Conversion Accounts. Monies may be invested in any active investment option in increments of 1%. An Active Member may also make separate elections for new contributions and for existing Accounts.

The investment options available in the Plan are structured into four distinct groups or tiers: Tier 1 – Core Funds (designated as ERISA Section 404(c) "Core" options), Tier 2 – Lifecycle Funds, which are commingled pool investments, Tier 3 – self-directed investments (brokerage accounts), and Tier 4 Fund – MRO Stock, and frozen investment options. From time to time, the Plan Administrator may decide that Plan funds may remain in frozen investment options to which no additional funds may be transferred.

The Plan Administrator may add, modify, or delete any investment option as he or she deems appropriate, except that: at all times Tier 1 must maintain at least three diversified investment funds options having materially different risk and reward characteristics, as required by regulations under ERISA Section 404(c); and Tier 2 must maintain funds suitable for a qualified default investment arrangement in accordance with Section 404(c)(5) of ERISA.

In no event may any Plan assets be invested in any securities or other property that would result in a non-exempt prohibited transaction described in Code Section 4975 or ERISA Section 406, that could violate any applicable law or jeopardize the Plan's tax qualification, or that could result in taxable income to the Plan (including without limitation, master limited partnerships, REITS, or royalty trusts).

Members shall be provided with information regarding the available investment options, and any changes in investment options, in accordance with applicable regulations under Section 404 of ERISA.

A Member may direct that amounts added to the Member's Account(s) be invested in the active investment options available in the Plan. However, Company Contributions that are not fully vested cannot be invested in the Tier 3 self-directed investments (brokerage accounts). Further, no amounts held in a Member's Roth Deferral Contribution Account, Roth Catch-Up Contribution Account, Roth Rollover Account or Roth In Plan Conversion Account can be initially invested in the Tier 3 self-directed investments (brokerage accounts), but amounts held in a Member's Roth Deferral Contribution Account, Roth Catch-Up Contribution Account, Roth Rollover Account or Roth In Plan Conversion Account can be invested in the Tier 3 self-directed investments (brokerage accounts) via an exchange of investments.

A Member may change his or her investment option(s) at any time by giving directions to the Trustee in accordance with procedures prescribed by the Administrator, with each change becoming effective as soon as administratively possible.

To the extent a Member fails to direct the investment of any portion of his or her Account, it shall be invested in a Tier 2 qualified default investment alternative in accordance with Section 404(c)(5) of ERISA.

Dividends shall be invested as follows: All dividends and interest will be directed to the option which generated such dividend and interest, even if the Member is no longer contributing to that option. However, dividends or interest on a frozen investment option may, at the direction of the Plan Administrator, be invested in the Member's current investment option(s), as reflected in the Member's most recent investment elections.

A Member may at any time direct the Trustee to liquidate any or all of the investment options in the Member's Thrift Plan Account(s) in whole percentages, shares, units, or dollar increments and at the same time inform the Trustee how to distribute the proceeds of such sale into new investment options.

The Member may direct the Trustee to execute investment transfers on each day that U.S. stock markets are open for trading, pursuant to procedures prescribed by the Trustee or the Plan Administrator. Notwithstanding the foregoing, investment transfers are subject to any reasonable restrictions established by the Trustee or by an investment fund including, without limitation, restrictions on excessive trading (e.g. "round–trip" trading). When the Member directs the Trustee to buy or sell investments, the Member's Account will receive or pay the unit or share price when the trade is executed, or the price as provided by the investment fund's procedures.

The Thrift Plan is intended to meet the requirements of ERISA Section 404(c) and its regulations. Under these rules, the Plan fiduciaries may be relieved of liability for any losses which are the direct and necessary result of investment instructions given by a Member.

If any options, rights, or warrants are granted or issued with respect to shares of stock held in a Member's Account, the Trustee shall give the Members for whom the stock is held a reasonable opportunity after notice to direct the Trustee to exercise the options, rights, or warrants. If no instructions are received from the Member, the Plan Administrator may direct the Trustee to sell the option, right, or warrant, or take such other action as the Plan Administrator may deem necessary or advisable. For an Active Member, any cash proceeds shall be credited to the Member's Thrift Plan Account(s) in the same manner as current contributions unless elected otherwise. For all other Members, any cash proceeds will be invested in the active investment option(s) to which their most recent contributions were directed, unless elected otherwise.

XI. MRO Stock

The Company has determined that MRO Stock should be offered as an investment option available to those Members who wish to invest a portion of their Accounts in the Plan in MRO Stock and who specifically direct the Trustee to invest in MRO Stock. No Member is required to invest any portion of his or her Account in MRO Stock.

The Trustee may purchase MRO Stock on the open market or directly from Marathon Oil Corporation, out of authorized and unissued shares or Treasury shares, at the current market price thereof. The Trustee may sell MRO Stock on the open market or directly to Marathon Oil Corporation, at the current market price thereof.

No commission shall be changed in the event MRO Stock is purchased from or sold to the Company or any other Party in Interest. Investment in MRO Stock shall be administered in accordance with the requirements of regulations under Section 404(c) of ERISA regarding participant-directed investments in publicly traded employer securities, including Member direction of voting of MRO stock as provided in Article XIX. Transactions in MRO stock shall be limited to comply with applicable securities laws, as determined by the Plan Administrator.

XII. Vesting

A. Member Contributions

A Member is fully and immediately vested in his or her Member contributions (including Pre-Tax Contributions, After-Tax Contributions, Catch-Up Contributions and Roth Deferral Contributions).

B. Vesting of Company Contributions

Although Company Contributions are credited to the Company Matching Account, the Member cannot withdraw any Company Contributions or convert any Company Contributions to a Roth In-Plan Conversion Account until a vested right is acquired in such contributions by the Member. Earnings on Company Contributions will vest in the same manner as provided under the Plan for Company Contributions as follows.

A Member shall acquire a fully vested, non-forfeitable right to all the Company's Contributions upon the earliest of the following:

1. The Member has completed three (3) Years of Service.
2. Upon the attainment of the Plan's normal retirement age (age 65).
3. The Member has retired under the Retirement Plan of Marathon Oil Company as then in effect.
4. The death of an Active Member or a Member with Account(s) in Suspense or certain Members serving in the military, as provided in Article XXV.A.
5. In the event of the termination or partial termination of the Plan or complete discontinuance of contributions under the Plan.
6. In certain cases after a Change of Control, as provided in Article XIII.

C. Forfeitures

The Company Contribution Account of a Non-Vested Member who terminates employment with all Controlled Group Entities is subject to forfeiture. A Non-Vested Member's entire Company Matching Account will be forfeited upon distribution of the full balance(s) of the vested portions of the Member's Account, if any, provided that such distribution occurs by the end of the second Plan Year following termination of employment. For this purpose, the Member will be deemed to have received a distribution of the full balances of such Account if he or she has zero vested balances(s) in such Account as of his or her termination of employment.

In all other cases, the terminated Non-Vested Member's entire Company Matching Account will be forfeited if the Member has not been reemployed by a Participating Employer before the Member has five consecutive service years with fewer than 501 hours of service ("5 year break in service").

D. Reinstatements

Any Company Contributions and earnings thereon forfeited by a Member prior to vesting will be used to reduce the Company's subsequent contributions to the Plan. However, the forfeited amount shall be reinstated if (a) the Member is rehired by a Participating Employer before the Member has a 5 year break in service (as explained in XII.C. above), and (b) before a 5-year break in service, but in no event later than five (5) years after the date of rehire, repays an amount equal to the amount of the Plan distribution received upon termination of employment.

Notwithstanding the foregoing, a terminated former Member who had a deemed zero cashout distribution and who is reemployed by the Company or any Controlled Group Entity will have non-vested forfeited Company Contributions automatically reinstated into the Company Matching Account by the Company as of the date of reemployment provided that such reemployment date occurs within the time reinstatement would otherwise be allowed.

Repaid contributions are deposited into the After-Tax Account (if attributable to pre-1987 tax-paid employee contributions in the After-Tax Account, such contributions are credited to the pre-1987 subaccount). Provided however, Rollover Contributions or Direct Plan Transfer Contributions may be recognized as repaid contributions for purposes of satisfying the reinstatement provisions, provided such contributions are made within the time limit for repayment.

XIII. Change in Control Provisions

Members whose employment is terminated within 24 months of a Change in Control (defined below) will become immediately vested in their Thrift Plan Accounts.

For purposes of administering the Change in Control Provisions, a "Change in Control of the Corporation" and "Change in Control" shall mean a change in control of Marathon Oil Corporation of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), whether or not the Corporation is then subject to such reporting requirement; provided, that, without limitation, such a Change in Control shall be deemed to have occurred if:

(a) any person (as such term is used in Sections 13(d) and 14(d) of the Exchange Act (a "Person") is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Corporation (not including in the securities beneficially owned by such person any such securities acquired directly from the Corporation or its affiliates) representing twenty percent (20%) or more of the combined voting power of the Corporation's then outstanding voting securities; provided, however, that for purposes of this Agreement the term "Person" shall not include (i) the Corporation or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Corporation or any of its subsidiaries, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the stockholders of the Corporation in substantially the same proportions as their ownership of stock of the Corporation; and provided, further, however, that for purposes of this paragraph (a), there shall be excluded any Person who becomes such a beneficial owner in connection with an Excluded Transaction (as defined in paragraph (c) below); or

(b) the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the date hereof, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest including, but not limited to, a consent solicitation, relating to the election of directors of the Corporation) whose appointment or election by the Board or nomination for election by the Corporation's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date hereof or whose appointment, election or nomination for election was previously so approved or recommended; or

(c) there is consummated a merger or consolidation of the Corporation or any direct or indirect subsidiary thereof with any other corporation, other than a merger or consolidation (an "Excluded Transaction") which would result in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent either by remaining outstanding or by being converted into voting securities of the surviving corporation or any parent thereof at least 50% of the combined voting power of the voting securities of the entity surviving the merger or consolidation (or the parent of such surviving entity) immediately after such merger or consolidation; or the shareholders of the Corporation approve a plan of complete liquidation of the Corporation, or there is consummated the sale or other disposition of all or substantially all of the Corporation's assets.

The provisions of this Article XIII shall be applicable only to non-officer Employees.

XIV. In-Service Withdrawals

Withdrawals from a Member's Accounts may not be made prior to severance from employment, except as specifically provided in this Article XIV.

Any Active Member who is a 5% Owner must commence distribution of benefits no later than the April 1 immediately following the calendar year in which such Member attains age 70½, as required by the minimum distribution requirements of Code Section 401(a)(9) as described in Appendix E. Such minimum distributions may not be repaid to the Plan or rolled over.

This Plan does not allow hardship withdrawals. A Member who receives a distribution of elective deferrals from another 401(k) plan maintained by a Controlled Group Entity, on account of hardship shall be prohibited from making elective deferrals and employee contributions under this and all other plans of any Controlled Group Entity for six (6) months after receipt of the distribution. See also Article XXV.A. below regarding certain withdrawals by Members who are engaged in military service.

A. In-Service Withdrawal of a Portion of Thrift Plan Balance

An Active Member or a Member with Account(s) in Suspense is eligible to withdraw a portion of the Member's After-Tax, Rollover or vested Company Matching Accounts without losing such other rights as the Member may have in the balance of the Member's Accounts, subject to the provisions outlined below.

In-Service Withdrawals are limited to a maximum of four (4) in a Plan Year. No In-Service Withdrawal of less than $100 will be permitted. However, if a Vested Member or Non-Vested Member makes an In-Service Withdrawal which reduces the total balance in the Member's Thrift Plan Account(s) to an amount which is less than the last 24 months of matched Employee and Company Contributions remaining in the Member's Thrift Plan Account(s), then the Member will be subject to a suspension penalty. The suspension penalty requires that Company Matching Contributions will cease on the day of the withdrawal and will not resume until the end of the Suspension Period. During the Suspension Period, the Member may make contributions in accordance with Article VI; however, no Company Matching Contributions will be made on behalf of the Member.

For Members who:

1. have transferred to the Company from another Controlled Group Entity,
2. have participated in a defined contribution plan maintained by the transferor company ("transferor plan"), and
3. have made a Direct Plan Transfer Contribution to the Thrift Plan of their entire vested account under the transferor plan;

if adequate information is available as to the amount and time of contribution, contributions which the Member had made to the transferor plan will be recognized to determine whether the suspension penalty applies. If adequate information is not available, such contributions may not be recognized and therefore the Member will be subject to the suspension penalty.

B. In-Service Withdrawal of Entire Thrift Plan Balance

An Active Member or a Member with Account(s) in Suspense may request an In-Service Withdrawal of the Member's entire available Thrift Plan balance, subject to the suspension penalty explained in Article XIV.A. The amount available for this withdrawal depends on the Member's age, disability status, vested status, and employment date as follows:

1. **Vested Members.** A Vested Member who has not attained age 59½ will receive the value of his or her After-Tax, Rollover, Roth Rollover and Company Matching Accounts. A Vested Member who has attained age 59½ or who is disabled (as defined below) will receive the value of the above mentioned accounts plus the value of his or her Pre-Tax, Pre-Tax Catch-Up, Roth Deferral, Roth Catch-Up and Roth In Plan Conversion Accounts.

2. **Non-Vested Members.** A Non-Vested Member who has not attained age 59½ and who is not disabled will receive the value of the Member's After-Tax and Rollover Accounts, excluding any Roth Rollover Account. A Non-Vested Member who has attained age 59½ or who is disabled will also receive the value of the Member's Pre-Tax, Pre-Tax Catch-Up, Roth Rollover, Roth Deferral, Roth Catch-Up Accounts and Roth In Plan Conversion Accounts.

For purposes of this Article, Members will be considered "disabled" if they can provide proof of a Social Security determination of disability with an onset date prior to termination of employment, or they are approved for long term disability benefits pursuant to a long term disability plan maintained by a Controlled Group Entity.

C. Re-Entry into Plan

Any former Member, after having taken an In-Service Withdrawal of the Member's entire Thrift Plan balance, may re-enter the Plan immediately but will not be permitted to receive any Company Matching Contributions until the Suspension Period has passed. During the Suspension Period, unmatched Pre-Tax Contributions, Roth Deferral Contributions and After-Tax Contributions will be permitted.

XV. Withdrawals After Severance From Employment

Vested Members are entitled to receive their entire vested balance in all Accounts when the Member is no longer an Active Member or a Member with Account(s) in Suspense.

The following Members may elect to defer the commencement of benefits until no later than the April 1 immediately following the calendar year in which such Members attain age 70½: Retired Members, Members with Account(s) in Suspense, and Non-Employee Members.

Spouse Beneficiary Members may maintain an open Thrift Plan account(s) for their lifetime, subject to the minimum distribution requirements of Code Section 401(a)(9) as set forth in Appendix E. All other Beneficiary Members may maintain open Thrift Plan Account(s) until no later than the fifth anniversary of the date of the Member's death.

However, the Member may request earlier payment of benefits, in which case payment shall commence as soon as practicable after the Member has filed a written notice of such election with the Recordkeeper in accordance with procedures approved by the Plan Administrator.

Notwithstanding any other provisions of the Plan, if the value of any Member's non-forfeitable Account balance (as determined periodically, but not less frequently than annually) is $5,000 or less, the Plan shall immediately distribute the Member's entire non-forfeitable Account balance, subject to the requirements of Code Section 401(a)(31)(B) and Article XVI.B. Account balances attributable to Rollover Contributions (and earnings allocable thereto), are included in determining whether a Member's Account balance exceeds $5,000 for the purpose of determining whether the Member should receive an involuntary distribution.

Withdrawal rights after severance from employment are as follows:

A. Retired Members, Spouse Beneficiary Members, or Beneficiary Members may withdraw during any year all or any portion of the remaining balance in their account(s), provided that no withdrawal of less than $500 may be made unless it constitutes the entire remaining balance. Such withdrawals, however, are limited to a maximum of four (4) in a Plan Year. Unless the Retired Member, Spouse Beneficiary Member, or Beneficiary Member elects a different order, the order of distribution under Article XVI shall apply. If the Retired Member, Spouse Beneficiary Member or Beneficiary Member elects an order of distribution other than that provided in Article XVI, pre-1987 tax-paid employee contributions in the After-Tax Account must be withdrawn before funds from other accounts may be withdrawn.

B. Members with Account(s) in Suspense may take In-Service Withdrawals as defined under Article XIV of this Plan.

C. Non-Employee Members may make a one-time withdrawal to pay off an outstanding Thrift Plan loan(s) or (2) a withdrawal of the Member's entire Thrift Plan Account balance. An Alternate Payee Member may take a complete distribution at any time. A Spouse Beneficiary Member or Beneficiary Member may make withdrawals as defined for a Retired Member in paragraph A above.

D. Re-Entry into Plan After Withdrawal. A former Member who is rehired is eligible to become a Member of the Plan immediately so long as he or she meets the eligibility provisions of the Plan. However, if a former Member is rehired within six (6) months from the date of the Member's complete distribution, such Member will be permitted to make contributions in accordance with Article VI; however, such Member will not receive matching Company Contributions for the remainder of the Suspension Period.

XVI. Settlement Options and Rules Generally Applicable to Withdrawals

Unless the Member elects otherwise and except as provided below, distribution of the Member's Account(s) will be made in a single sum payment, in cash. The Member may elect to receive an in-kind distribution of any whole shares of MRO Stock in his or her Account plus any cash balance to which the Member is entitled and the cash value of any fractional shares. All distributions made by the Plan will satisfy the minimum distribution requirements of Code Section 401(a)(9), as described in Appendix E, which shall take precedence over any inconsistent provisions of the Plan.

A. Account and Investment Withdrawal Order

Unless elected otherwise by the Member, the order in which funds from the Plan are withdrawn is as follows, with the type of Account taking precedence over the type of investment:

1. Account:

(a) Pre-1987 tax-paid employee contributions in the After-Tax Account

(a) All remaining funds in the After-Tax Account

(b) Rollover Account – After-Tax

(c) Rollover Account – Pre-Tax

(d) Company Matching Account

(e) Pre-Tax Contribution Account (if available for withdrawal)

(f) Pre-Tax Catch-Up Contribution Account (if available for withdrawal)

(g) Roth Deferral Contribution Account (if available for withdrawal)

(h) Roth Catch-Up Contribution Account (if available for withdrawal)

(i) Roth In-Plan Conversion Account

(j) Rollover Account — Roth

2. **Investments:** The order in which funds will be withdrawn from investment options in the Plan is specified in procedures prescribed by the Plan Administrator.

The Member may elect a different order from the one given above provided that all pre-1987 tax-paid employee contributions must be distributed before any funds from the Company Matching and Rollover Accounts may be withdrawn.

B. Direct Rollovers

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

In the event of a mandatory distribution greater than $1,000 and not more than $5,000 as provided in Article XV above, in accordance with the provisions of Code Section 401(a)(31)(B), if the Member does not elect to have such distribution paid directly to an eligible retirement plan specified by the Member in a direct rollover or to receive the distribution directly in accordance with Code Section 401(a)(31)(B), then the Plan Administrator will pay the distribution in a Direct Rollover to an individual retirement plan designated by the Plan Administrator.

For purposes of this Article, an "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any amount that is distributed on account of hardship. A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only (1) to an individual retirement account or annuity described in Code Section 408(a) or (b), or (2) to a qualified defined contribution plan described in Code Sections 401(a) or 403(a) or (3) to an annuity contract described in Code Section 403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

For purposes of this Article, an "eligible retirement plan" is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution, an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. An eligible retirement plan shall also mean a Roth individual retirement account under Code Section 408A(b). A Direct Rollover of a distribution from a Roth Deferral Contribution Account, Roth In-Plan Conversion Account or Roth Rollover Account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c). Eligible rollover distributions from a Member's Roth Deferral Contribution Account, Roth Catch-Up Account, Roth Rollover Account and Roth in Plan Conversion Account are taken into account in determining whether the total amount of the Member's account balances under the Plan exceeds $1,000 for purposes of mandatory distributions from the Plan.

For purposes of this Article, a "distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is an Alternate Payee Member are distributees with regard to the interest of the spouse or former spouse.

Notwithstanding any provision of the Plan to the contrary, a Direct Rollover may be made by the Plan to an inherited IRA for the benefit of a Non-Spouse Beneficiary who is a designated beneficiary under the Plan; provided that the amounts distributed are transferred in a Direct Rollover that satisfies all of the requirements of an eligible rollover distribution other than the requirement that the distribution be made to a distributee as defined above and that meets the requirements of Code Section 402(c)(11).

C. Installment Option

Retired Members of any age, Active Members age 70½ and over, and Spouse Beneficiary Members may elect the Installment Option. Under this option, the balance of the funds in a Member's Account(s) will be distributed in not less than three annual (six semi-annual or 36 monthly) installments and not more than the number of annual installments (or the number of monthly or semi-annual installments) which is equal to the actuarial life expectancy of the Member at the time of commencement of benefits under the Installment Option. After benefits commence under the Installment Option, the Member may elect to discontinue receiving further installments at any time, subject, however, to the minimum distribution requirements under Code Section 401(a)(9) as set forth in Appendix E. A Retired Member and a Spouse Beneficiary Member may be permitted to take a Retired Member Withdrawal and an Active Member age 70½ and over may be permitted to take an In-Service Withdrawal during the payout period of the Installment Option. If a Member dies during the payout period under the Installment Option, the installment payments will cease and any further benefits with respect to the Member's Account(s) will be payable pursuant to the provisions of Article XV applicable to Beneficiary Members. All installment payments may only be paid in cash.

For installments, the Retired Member, the Active Member age 70½ and over, or the Spouse Beneficiary Member may elect to receive either annual, or semi-annual, or monthly installments. If monthly or semi-annual installments are elected, the annual installment amount as elected by the Member (or, if greater, the amount determined under Code Section 401(a)(9) as set forth in Appendix E) will be distributed as follows:

For semi-annual Installments: 50% on the installment date within the first six months of the calendar year, and 50% on the date six-months after the installment date.

For monthly installments: The annual installment amount will be divided by twelve (12) and distributed once per month.

Any new installment elections or changes to prior installment elections result in proceeds being redeemed in the order described in Article XVI.A. above, with the type of account taking precedence over the type of investment, unless the Member elects otherwise in accordance with Article XVI.A.

For minimum required distribution withdrawals for Retired Members (as provided by Code Section 401(a)(9) and Appendix E), these required withdrawals will also be distributed in the order defined by the Plan default in XVI.A. above, unless the Retired Member makes a timely election otherwise in accordance with Article XVI.A.

XVII. Beneficiary

Each Member shall designate a beneficiary or beneficiaries, subject to any requirements established by the Plan Administrator, and may change this designation at any time.

If a married Member has a beneficiary designation which results in the Member's Spouse not being the Member's sole beneficiary, such designation must be consented to by the Spouse in writing on forms approved by the Plan Administrator and witnessed by a notary public or Thrift Plan representative.

The Plan shall only recognize beneficiary designations submitted to the Plan's Recordkeeper in writing (which may include designations submitted electronically) in accordance with procedures approved by the Plan Administrator. Any beneficiary designation shall be effective only after it is received and accepted by the Recordkeeper, and the Plan's procedure for determining a beneficiary shall be controlling over any disposition by will or otherwise.

Subject to the $5,000 involuntary lump sum cash-out provisions of the Plan, a beneficiary, in the event of the Member's death, may receive funds from the Plan in accordance with the terms of Articles XV and XVI, subject to the required minimum distribution provisions of Code Section 401(a)(9) and Appendix E.

If a Member dies without a valid beneficiary designation, the Member's Account(s) will be paid to the person or persons comprising the first surviving class of the classes listed in order below, as determined by the Plan Administrator in its discretion, and such person or persons will receive the funds in a single sum. The eligible classes are set forth below:

A. The Member's surviving Spouse;

B. The Member's surviving children (either natural born or adopted through a final adoption order issued by a court of competent jurisdiction prior to the Member's death) but specifically excluding step-children;

C. The Member's surviving parents;

D. The Member's surviving brothers and sisters; or

E. The executor or administrator of the Member's estate.

XVIII. Loans and Assignability

Except as specifically provided herein, no right or interest of any Member in the Plan or in his or her Account(s) shall be assignable or transferable in whole or in part, either directly or by operation of law or otherwise, including, but not by way of limitation, execution, levy unless otherwise required by the Code or the regulations thereunder, garnishment, attachment, pledge, bankruptcy, or in any other manner, and no right or interest of any Member in the Plan or in his or her Account(s) shall be liable for, or subject to any obligation or liability of such Member; and the Trustee shall not loan any funds or securities of this Plan.

A. Qualified Domestic Relations Orders (QDRO's)

Notwithstanding the foregoing, the Plan Administrator shall authorize the assignment and distribution of all or a portion of a Member's Account(s) in accordance with a Qualified Domestic Relations Order as defined in Code Section 414(p), and establish procedures for the review of domestic relations orders and approval of Qualified Domestic Relations Orders. An Alternate Payee Member may receive a lump sum distribution as soon as administratively practicable after the QDRO is determined to be qualified, regardless of the Member's age.

B. Member Loans

The Plan Administrator shall establish a loan policy whereby, upon proper application by a Member, the Trustee may make loans to Members, provided that such loans:

1. Are made available to all Active Members, Members with Account(s) in Suspense, Retired Members and other Non-Employee Members who are Parties in Interest, on a uniform, nondiscriminatory basis;

2. Bear a reasonable rate of interest; and

3. Are adequately secured.

Each loan shall be evidenced by documentation sufficient to meet the requirements of regulations under Code Section 72(p), including the amount of the loan, interest, and secured by collateral consisting of the assignment of the Member's Account(s) as provided in the loan rules in Appendix F below. A loan shall be treated solely as an investment of the borrowing Member's Account.

All loans granted hereunder shall be subject to the application of the rules established by the Plan Administrator including, but not limited to, provisions relating to the application, repayment and renewal thereof. Such rules form a part of the Plan and are set forth in Appendix F, entitled "Rules Governing the Making of Individual Account Loans." The Plan Administrator is specifically authorized to amend such rules from time to time. Further, to the extent that such rules conflict with any other portion of the Plan, such rules shall control.

Loan repayments will be suspended during the borrowing Member's military service under this Plan as permitted under Code Section 414(u)(4).

C. Offset for Member's Fiduciary Breach

The prohibitions contained in this Article shall not apply to any offset of a Member's benefits under the Plan against an amount that the Member is ordered or required to pay to the Plan if:

1. the order or requirement to pay arises under a judgment or conviction for a crime involving the Plan, or under a civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation (or alleged violation) of part 4 of subtitle B of title I of ERISA, or pursuant to a settlement between the Secretary of Labor and the Member in connection with a violation (or alleged violation) of part 4 of such subtitle by a fiduciary or any other person, and
2. the judgment, order, decree, or settlement agreement expressly provides for the offset of all or part of the amount ordered or required to be paid to the Plan against the Member's benefits provided under the Plan.

XIX. Trustee

The Company and the Trustee have entered into a Trust Agreement under this Plan. The Company may, from time to time, enter into further agreements with the Trustee or other parties, and make amendments to the Trust Agreement or further agreements as it may deem necessary or desirable to carry out the Plan. The Company may also designate additional or successor trustees. The Trustee shall have the voting rights with respect to all shares held pursuant to this Plan, and may vote the shares itself or by proxy to the extent permitted by law. The Trustee, itself or by proxy, shall, however, vote shares of MRO Stock and any other common stock held by the Plan (excluding such stock held in a Member's brokerage Account) in accordance with the directions, if any, of the Members for whom the stock is held.

XX. Claims Procedures

A. Benefit Claims

A Member, or if applicable, a Beneficiary may file a written claim for a benefit (or an additional benefit) under the Plan by sending it to the attention of the Plan Administrator or the Recordkeeper. If a claim for a Plan benefit is wholly or partially denied by the Plan, notice of the decision shall be furnished to the Member by the Plan or the Plan Administrator within a reasonable period of time after receipt of the claim, which notice shall include the following information:

1. The specific reason or reasons for the denial;
2. Specific reference to the Plan provisions on which the denial is based;
3. A description of any additional material or information necessary to complete the claim and an explanation of why this material or information is necessary; and
4. An explanation of the steps to be taken if they wish to submit their claim for review.

The notice must be provided within 90 days of the date that the claim is received by the Plan Administrator, unless special circumstances require an extension of the period for processing the claim. If such an extension is required, written notice of the extension shall be provided to the Member prior to the expiration of the 90 day period. The written notice of the extension shall specify the circumstances which require the extension as well as the date upon which a final decision is expected. In no event is the extended period to exceed 90 days from the end of the initial 90 day period.

B. Appeals of Denied Claims

A Member or the Member's duly authorized representative may appeal a denial of a claim by requesting a review by written application to the Plan Administrator or its designee not later than 90 days after receipt by the Member of written notification of denial of a claim. The Member or the Member's duly authorized representative:

1. may review pertinent documents; and
2. may submit issues and comments in writing.

Failure to make written request for appeal within the 90 day period after the receipt of the Administrator's notice of denial of the claim shall render the Plan Administrator's decision regarding the claim final, binding and conclusive on all parties.

A decision on review of a denied claim shall be made by the Plan Administrator not later than 60 days after the Plan Administrator's receipt of a request for review, unless special circumstances require an extension of time for processing, for example, where there exists a need to hold a hearing, in which case a decision shall be rendered within a reasonable period of time, but not later than 120 days after receipt of a request for review. The decision on review shall be in writing and shall include the specific reason(s) for the decision and the specific reference(s) to the pertinent Plan provisions on which the decision is based. If an extension of time is required, the Member shall be notified within the 60 day period that an extension is required. Questions regarding any of the procedures discussed above may be directed to the Plan Administrator.

Any claimant must complete the review process on a timely basis before commencing any legal action with respect to the Plan, and any legal action must be commenced within three years of the final denial of the claimant's claim. Any such legal action must be brought in the U.S. District Court for the Southern District of Texas, where the Plan is administered.

XXI. Administration of the Plan

The Company has appointed Deanna L. Jones, Vice President of Human Resources and Administrative Services of the Company, as Plan Administrator. The Company or Plan Administrator may appoint or remove the Plan Administrator and such assistant administrators as may be deemed necessary. Any officer or Employee of the Company or a Participating Employer who is serving as Plan Administrator shall be automatically removed as Plan Administrator upon such individual's termination of employment with all Controlled Group Entities. The Plan Administrator shall be the named fiduciary under the Plan for all purposes other than for purposes of the control or management of the assets of the Plan.

The Plan Administrator shall be responsible for the administration and interpretation of the Plan. In determining the eligibility of Members and other individuals for benefits and in construing the Plan's terms, the Plan Administrator 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. The Plan Administrator has the discretionary authority to resolve any inconsistencies in the Plan and make appropriate equitable adjustments for any errors made in the administration of the Plan. In situations in which the Plan Administrator deems it to be appropriate, the Plan Administrator may evidence (i) the exercise of such discretion, or (ii) any other type of decision, directive, or determination they may make with respect to the Plan, in the form of a written administrative ruling which, until revoked, or until superseded by Plan amendment or by a different administrative ruling or a different administration of the ruling, shall thereafter be followed in the administration of the Plan.

The Trustee and the Company may, by agreement in writing, arrange for a delegation by the Trustee to the Plan Administrator of any of the Trustee's functions, except the custody of assets and discretion to manage and control the assets, the voting with respect to shares held by the Trustee, and the purchase, sale, or redemption of securities.

The Plan Administrator may, from time to time, delegate to any assistant plan administrator appointed pursuant to this Article the authority to exercise any or all of the foregoing powers and such others as the Plan Administrator deems necessary and appropriate to carry out the provisions of the Plan.

With respect to investment matters, an Investment Committee shall meet, from time to time, but in no event less frequently than annually, and shall be responsible (i) for assisting the Plan Administrator in reviewing and monitoring the performance of any investment managers which have been appointed and in developing appropriate guidelines and investment strategies for such investment managers, and (ii) for assisting the Plan Administrator in carrying out the Plan's funding policy, in selecting and reviewing appropriate investment options, and in addressing any related investment matters. The Investment Committee shall consist of the Plan Administrator, the Treasurer of the Company or the delegate of the Treasurer, and any other officers of Marathon Oil Company or Marathon Oil Corporation whom the Plan Administrator may appoint, from time to time, to serve upon the Investment Committee. The Plan Administrator is authorized to obtain the services of legal counsel, outside consultants, and other appropriate persons, as he or she deems necessary or appropriate, to assist the Investment Committee in performing its responsibilities. Any reasonable fees, charges, and/or costs associated with the retention of such services may be paid by the Company, or may be paid by the Plan if not paid by the Company.

In the administration of the Plan, the Trustee or the Plan Administrator shall maintain, or cause to be maintained individual ledger records of each Member's Account(s). The Plan Administrator may appoint a Recordkeeper for this purpose.

The records of the Trustee, the Plan Administrator, and the Company shall be conclusive in respect to all matters involved in the administration of this Plan except as otherwise provided herein or by law.

At least quarterly, as required by ERISA, a statement will be furnished to each Member of the status of his or her Account(s) which shall specify whether the Member has a vested right to Company Contributions in the Company Matching Account. This statement shall be deemed to have been accepted as correct unless written notice to the contrary is received by the Plan Administrator within 90 days after its mailing or transmission to the Member.

Any application to make Member contributions, any election, any withdrawal request, or any other direction under the Plan by a Member must be accepted on behalf of the Plan Administrator, before it shall be effective.

Any discretionary acts taken under this Plan by the Plan Administrator, the Company, or the Trustee shall be applied evenly to all Members similarly situated, and shall be administered in a nondiscriminatory manner in accordance with the provisions of the Code and ERISA. It is intended that the standard of judicial review applied to any determination made by the Plan Administrator shall be the "arbitrary and capricious" standard of review.

Decisions of the Plan Administrator made on all matters within the scope of his or her authority shall be final and binding upon all persons, including the Company, any Trustee, all Members and beneficiaries, their heirs and personal representatives, and all labor unions or other similar organizations representing Members.

XXII. Participation by Other Employers

Upon specific authorization by the Plan Administrator or the Salary and Benefits Committee and subject to such terms and conditions as either may establish, the Company may permit subsidiaries or affiliated organizations that are Controlled Group Entities to become Participating Employers and contribute to the Plan for the benefit of their Employees.

XXIII. Top-Heavy Provisions

If the Plan is or becomes "top-heavy" as such term is defined in Code Section 416(g), the provisions of Appendix A will supersede any conflicting provision of this Plan.

XXIV. Modification and Termination

The Company reserves the right to terminate this Plan at any time in its entirety or as to any Participating Employer, or to amend or modify the Plan, either prospectively or retroactively, from time to time.

The Company may exercise its reserved rights of amendment, modification or termination (i) by written resolution by the Board of Directors of the Company, (ii) by written resolution by the Executive Committee of the Board of Directors of the Company, (iii) by written actions exercised by any other committee, for example the Salary and Benefits Committee, to which the Board of Directors of the Company or the Executive Committee of that Board has specifically delegated rights of amendment, modification or termination, or (iv) by written actions exercised by any other entity or person to which or to whom the Board of Directors of the Company or the Executive Committee of that Board has specifically delegated rights of amendment, modification or termination.

The Board of Directors of the Company or the Executive Committee of the Company has delegated to the Salary and Benefits Committee the authority to make the following types of amendments to the Plan:

(a) amendment(s) which grant Employees vesting credit for services with predecessor employers; or

(b) technical amendment(s) required by applicable laws and regulations, provided the Salary and Benefits Committee has obtained a written opinion from counsel to that effect; or

(c) amendment(s) which are mere clarifications of Plan provisions, provided the Salary and Benefits Committee has obtained a written opinion of counsel to that effect.

This authority delegated to the Salary and Benefits Committee shall be exercised in writing.

In addition to the foregoing methods of amending the Plan, the Company's Vice President of Human Resources may approve the following types of amendments to Plan:

(a) With the opinion of counsel, technical amendments required by applicable laws and regulations;

(b) With the opinion of counsel, amendments that are clarifications of Plan provisions;

(c) Amendments in connection with a signed definitive agreement governing a merger, acquisition or divestiture such that, 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;

(d) Amendments in connection with changes that have a minimal cost impact (as defined below) to the Company; and

(e) 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 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.

A. Prospective Modification, Complete Discontinuance of Company Contributions, or Termination

No modification may reduce the Plan Account balance of any Member as of the effective date of the modification, or reduce a Member's vested interest in his or her Account.

Upon full or partial termination of this Plan, or upon the complete discontinuance of employer contributions hereto, each Member affected shall have a fully vested, non-forfeitable right to receive their Plan Account balance hereunder, including all Company Contributions made thereto at such time as permitted by law.

B. Retroactive Modification

The Company may modify this Plan in whole or in part, with effect retroactively, in order to preserve its qualification, either alone or in conjunction with other plans of the Company, under the Code or to comply with ERISA and applicable state or federal regulations. The Company may also modify this Plan in whole or in part with effect retroactively for any other reason, to the extent permitted by law. No modification made hereunder shall authorize or permit any part of the Plan funds to be used or diverted to purposes other than those set forth in the Plan.

C. Merger or Transfer of Plan Assets

This Plan may not merge or consolidate with, or transfer its assets or liabilities to, any other plan unless each Member in the Plan would (if the Plan then terminated) receive a benefit immediately after such merger, consolidation, or transfer which is equal to or greater than the benefit they would have been entitled to receive immediately before such merger, consolidation, or transfer (if the Plan had been terminated).

The Plan will not accept any transfer of funds from another plan that would result in any requirement to provide spousal annuities.

D. Change in Plan Sponsorship

In accordance with the exclusive benefit rule of Code Section 401(a), the sponsorship of this Plan may not be transferred from the Company to an unrelated taxpayer unless the transfer is in connection with a transfer of business assets, operations or employees from the Company to the unrelated taxpayer.

XXV. Miscellaneous Provisions

A. Military Service

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Sections 401(a)(37) and 414(u). Effective January 1, 2009, a Member shall be treated as severed from employment for purposes of Code Section 401(k)(2)(B)(i)(I) during any period when the Member is performing service in the uniformed service described in Code Section 3401(h)(2)(A). However, a Member who obtains a distribution of Pre-Tax Contributions or Roth Deferral Contributions prior to severance of employment by reason of service in the uniformed service for more than 30 days may not make any Pre-Tax Contributions or Roth Deferral Contributions to the Plan during the six-month period beginning on the date of such distribution.

Effective for deaths occurring on or after January 1, 2007, the beneficiary of a Member who dies while in active military service shall be eligible to receive survivor benefits under the Plan as if the Member had returned to work on the date before the Member's death.

"Gross Pay" during military leave is defined in Article II above. Inclusion of differential wage payments in compensation for purposes of Code Section 415 is addressed in Article VIII above.

Member loans during military leave are addressed in Appendix F.

B. Missing Participants

Each Member entitled to benefits under the Plan shall file with the Plan Administrator from time to time in writing such Member's post office address and each change of address. Any check representing payment hereunder and any communication addressed to a Member, at such person's last address filed with the Plan Administrator, or if no such address has been filed, then at such person's last mailing address, and if available last e-mail address, as indicated on the records of the Recordkeeper or an Employer, or at an address reasonably determined by the Plan Administrator to be such person's current address, shall be deemed to have been delivered to such person on the date on which such check or communication is deposited, postage prepaid, in the United States mail. If the Plan Administrator is in doubt as to whether payments are being received by the person entitled thereto, it may suspend payments due under the Plan until he or she provides satisfactory evidence of his or her continued life and his or her proper mailing address.

Any distribution or payment which is not claimed by the person entitled thereto shall be forfeited as soon as practical after the Plan Administrator determines that the proper recipient cannot be located after reasonable efforts. Such forfeited amounts may be used to reduce Company Contributions pursuant to Article VII (including any Company Contribution required to reinstate a previously forfeited benefit). Should such person make a claim for such forfeited benefit which is approved by the Plan Administrator, such benefit shall be reinstated in such manner as the Plan Administrator determines to be equitable and in accordance with law, specifically including the following manner: an amount equal to the amount previously forfeited (but without interest on such amount for the period from the date of such forfeiture to the date of such contribution) shall be specially allocated from Company Contributions in the current Plan Year for the benefit of the Member. Immediately upon allocation to such Member, the Plan Administrator shall instruct the Trustee to distribute directly to such Member, the amount specially allocated to such Member, to the extent of payment previously due.

C. No Guarantee of Employment

Neither the Plan nor the Trust nor the Trust Agreement shall confer on any Employee, including any Member, any right to be retained in the service of any Employer, and nothing contained herein or in the Trust Agreement shall be construed in any way to limit or restrict the right of any Employer to discharge any Employee, regardless of whether such Employee is a Member, or to change such Employee's position or the basis or amount of such Employee's compensation.

D. Choice of Law

The Plan shall be construed, whenever possible, to be in conformity with the requirements of the Code and ERISA and other applicable federal laws. To the extent not in conflict with the preceding sentence and to the extent not preempted by ERISA, the construction of the Plan shall be governed by the laws of the State of Texas.

XXVI. Fees and Expenses

All reasonable and proper costs, expenses, and fees incurred in administering this Plan, to the extent not paid by the Company or Participating Employers, shall be paid by the Trust and charged to Members' Accounts, or paid by the Member(s) if appropriate, in accordance with rules prescribed by the Plan Administrator, in his or her discretion. Certain recordkeeping expenses may be allocated to Members' Accounts on a per capita basis or a pro rata basis based on Account balances if the Plan Administrator so directs. The Plan Administrator may determine that different fees or expenses shall be charged to different classes of Members.

Fees or charges for individual investment management services shall not be paid by the Company but shall be borne by the Members electing such services. Any taxes applicable to the Member's Account(s) shall be charged or credited to the Member's Account(s) by the Trustee. Additional fees or expenses that relate solely to an individual Member, such as fees to process or maintain a loan to the Member, costs of processing a QDRO involving the Member's Account, or expenses associated with a Member's self-directed brokerage account, may be charged to that individual Member's Account, or against loan proceeds if the Plan Administrator so directs.

The Thrift Plan may receive revenue credits from the Recordkeeper to be used for administrative expenses. Periodically, unused revenue credits may be allocated to Member Accounts. These allocations will be reflected as negative fee adjustments. A review of revenue account funds will be completed periodically. If, as a result of this review, the Plan Administrator determines that an allocation of unused revenue credits is appropriate, then all Members with an Account balance will be eligible for the allocation. Allocation will be applied pro rata across current investments and sources on file at the time of allocation based on Account balances.

XXVII. Plan Contingent on IRS Approval

This amended and restated Plan is expressly contingent upon the issuance of a favorable determination letter from the Internal Revenue Service that the Plan continues to constitute a qualified plan under Code Section 401(a), as amended, and that the Trust created thereunder is exempt from taxation under Code Section 501(a). In the event that the Internal Revenue Service declines to issue such favorable determination letter, this amended and restated Plan shall be treated as having no effect and the prior Plan to which this amendment and restatement relates shall continue to be maintained pursuant to the terms and provisions thereof as in effect prior to the adoption hereof.

XXVIII. Execution of the Plan

The Plan and any amendments may be executed in one or more counterparts, all of which will be considered one instrument and all but one plan.

Marathon Oil Company has caused its name to be hereunto subscribed by its duly authorized officers(s).

MARATHON OIL COMPANY

By: _____

_____

Its: Vice President Human Resources & Administrative Services

Date: _____

Appendix A

Top-Heavy Provisions

I. Purpose

The provisions of Appendix A of the Marathon Oil Company Thrift Plan (Plan) are to supersede the provisions of the Plan if the Plan is or becomes top-heavy, as defined herein, in any Plan Year.

II. Definitions

Definitions stated in the main Plan text apply to this Appendix A except as stated below:

A. "Aggregate Account Balance" means, with respect to each Member, the value of all defined contribution plan accounts maintained on behalf of a Member (whether attributable to Employer or Member contributions) after the adjustments in Article IV, Section B of this Appendix.

B. "Aggregated Group" means a group of plans described in Article IV, Section C of this Appendix.

C. "Compensation" means, with respect to any Member, the total compensation paid by the Employer for a Plan Year consistent with the definition of "compensation" as used in Article VIII of the Plan for purposes of Code Section 415.

D. "Determination Date" means (1) the last day of the preceding Plan Year, or (2) in the case of the first Plan Year, the last day of such Plan Year.

E. "Employer" includes (as a single employer), for purposes of applying the provisions of this Appendix, all corporations which are members of a controlled group of corporations (as defined by Code Section 1563(a), determined without regard to Code Sections 1563(a)(4) and 1563(e)(3)(c)). However, the single employer rule does not apply for purposes of determining ownership in the employer with regard to the identification of Key Employees.

F. "Key Employee" means an Employee or former Employee (including any deceased employee) who at any time during the Plan Year that includes the determination date was an officer of the employer having annual compensation greater than $130,000 (as adjusted under Code Section 416(i)(1)for Plan Years beginning after December 31, 2002), a 5% Owner, or a 1-percent owner of the employer having annual compensation of more than $150,000. For this purpose, annual compensation means compensation within the meaning of Code Section 415(c)(3). The determination of who is a Key Employee will be made in accordance with Code Section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

G. "Non-Key Employee" means any employee or former employee (and their beneficiaries) of the Employer who is not a Key Employee.

H. "Top-Heavy Group" means a group described in Code Section 416(g) and summarized in Article IV, Section A of this Appendix.

I. "Top-Heavy Plan" means a plan described in Code Section 416(g) and summarized in Article IV, Section A of this Appendix.

III. Top-Heavy Plan Requirements

For any Plan Year during which the Plan is a Top-Heavy Plan, the Plan shall provide special minimum allocation requirements as provided in Article V of this Appendix.

IV. Determination of Top-Heavy Status

A. Top-Heavy Plan or Group

This Plan shall be a Top-Heavy Plan and the Aggregated Group, of which it is a part, shall be a Top-Heavy Group for any Plan Year, in which, as of the Determination Date, the sum of:

1. The present value of the cumulative accrued benefits of Key Employees under all defined benefit plans included in the Aggregated Group, and
2. The Aggregate Account Balance of Key Employees under all defined contribution plans included in the Aggregated Group,

exceeds sixty percent (60%) of the present value of the cumulative accrued benefits and the Aggregate Account Balances of all Key Employees and Non-Key Employees under this Plan and all qualified plans included in the Aggregated Group.

If any Member is a Non-Key Employee for any Plan Year, but such Member was a Key Employee for any prior Plan Year, such Member's present value of cumulative accrued benefit and/or Aggregate Account Balance shall not be taken into account for purposes of determining whether this Plan is a Top-Heavy Plan.

Present values of accrued benefits and the amounts of account balances of employees as of the determination date, shall be calculated as follows:

1. Distributions during year ending on the determination date. The present values of accrued benefits and the amounts of account balances of an employee as of the determination date shall be increased by the distributions made with respect to the employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period."
2. Employees not performing services during year ending on the determination date. The accrued benefits and accounts of any individual who has not performed services for the employer during the 1-year period ending on the determination date shall not be taken into account.

B. Aggregate Account Balance Adjustments

A Member's Aggregate Account Balance as of the Determination Date is the sum of:

1. The Member's balances in the Plan or other defined contribution plans as of the most recent valuation occurring within a twelve (12) month period ending on the Determination Date;
2. An adjustment for any contributions due as of the Determination Date. Such adjustment shall be the amount of any contributions actually made after the valuation date but on or before the Determination Date;

3. Any distributions to the Member from the Plan as provided in Section A. above;
4. Any employee contributions, whether voluntary or mandatory;
5. With respect to unrelated rollovers and plan-to-plan transfers (ones which are both initiated by the employee and made from a plan maintained by one employer to a plan maintained by an unrelated employer), if this Plan is the transferor of the rollovers or plan-to-plan transfers, it shall always consider such rollover or plan-to-plan transfer as a distribution for the purposes of this paragraph. If this Plan is the plan accepting such rollovers or plan-to-plan transfers, it shall not consider such rollovers or plan-to-plan transfers accepted after December 31, 1983, as part of the Member's Aggregate Account Balance. However, rollovers or plan-to-plan transfers accepted prior to January 1, 1984, shall be considered as part of the Member's Aggregate Account Balance by both the distributing plan and the plan accepting the rollover or transfer;
6. With respect to related rollovers and plan-to-plan transfers (ones either not initiated by the employee or made to a plan maintained by the same Employer), if this Plan is the transferor of the rollover or plan-to-plan transfer, it shall not be counted as a distribution for purposes of this Section. If this Plan is the plan accepting such rollover or plan-to-plan transfer, it shall consider such rollover or plan-to-plan transfer as part of the Member's Aggregate Account Balance, irrespective of the date on which such rollover or plan-to-plan transfer is accepted.

C. Aggregated Group Rules

"Aggregated Group" means each plan of the Employer which will be required or permitted to be aggregated for purposes of applying the top-heavy provisions of this Appendix.

A required aggregation consists of each plan of the Employer in which a Key Employee is a Member, and each other plan of the Employer which enables any plan in which a Key Employee participates to meet the requirements of Code Sections 401(a)(4) or 410. In applying the aggregation rules, Code Sections 414(b), 414(c) and 414(m) shall apply such that all employees of all corporations which are members of a controlled group of corporations shall be treated as employed by a single employer. A permissive aggregation is a required aggregation group plus any other qualified plan or plans in which a member of the controlled group participates which, when considered as a group with the required aggregation group, would continue to satisfy the requirements of Code Sections 401(a)(4) and 410.

If the plans included in an Aggregated Group have different Determination Dates, then the determination of whether the plans are top-heavy for a particular Plan Year is computed by calculating the present value of accrued benefits for all employees separately for each plan as of each plan's Determination Date. The plans are then aggregated by adding together the results for each plan as of the Determination Dates for such plans that fall within the same calendar year.

In the case where the Aggregated Group is considered to be a Top-Heavy Group under Article IV, each plan in the group will be considered a Top-Heavy Plan. No plan in the Aggregated Group will be considered a Top-Heavy Plan if the Aggregated Group is not a Top-Heavy Group.

V. Minimum Contribution and Allocation

A. Except as provided in (B), (C), (D) and (E) below, for any Plan Year in which the Plan is a Top-Heavy Plan, Employer contributions allocated to any Member who is a Non-Key Employee will not be less than 3% of such Employee's Compensation. The Employer contribution required to obtain this result will be made on behalf of a Non-Key Employee who is eligible to participate in the Plan even though the Employee failed to make After-Tax Contributions and/or Pre-Tax Contributions that would otherwise be required.

   Company Matching Contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of Section 416(c)(2) of the Code and the Plan. The preceding sentence shall apply with respect to matching contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Employer matching contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of Section 401(m) of the Code.

B. No minimum contribution will be required under (A) above on behalf of a Member who is not employed by the Employer as of the last day of the Plan Year.

C. The minimum contribution required under (A) above will not exceed the greatest percentage of compensation of Employer contributions allocated to any Key Employee for such Plan Year, as determined in accordance with Code Section 416(c)(2)(B).

D. If a Non-Key Employee participates in this Plan and another defined contribution plan included in the Top-Heavy Group, the minimum contribution required under (A) above shall not apply to such Member to the extent the minimum benefits are provided under the other plan. However, both plans will provide the vesting required by Code Section 416(b)

   If a Non-Key Employee participates in this Plan and a defined benefit plan which is part of the Aggregated Group that is determined to be a Top-Heavy Group, the defined benefit and defined contribution minimums of Code Section 416(c) will be satisfied by providing each such employee with the defined benefit minimum established in Section A of Article V of the Appendix to the Retirement Plan of Marathon Oil Company.

E. For purposes of Article V of this Appendix, Pre-Tax Contributions will be taken into account in determining Employer contributions for Plan Years beginning after 1984. Pre-Tax Contributions shall be taken into account in determining Employee Contributions made on behalf of Key Employees. They shall not be taken into account for purposes of satisfying the minimum contribution requirement for Non-Key Employees.

VI. Vesting

A Member's accrued benefit derived from Company Contributions is non-forfeitable upon the Member's completion of three Years of Service as provided in Article XII of the main Plan text; accordingly, no additional vesting applies if the Plan becomes Top Heavy.

Appendix B

Service With Acquired Companies

Except as otherwise noted, for individuals who became Members of the Plan as a direct result of the Company's acquisition of any of the following entities (or assets or portions thereof), the service of such individuals which was recognized by such entities (or assets or portions thereof) for purposes of vesting under a defined benefit or defined contribution plan, is recognized as vesting service for purposes of the Plan.

- Amoco Corporation
- Aurora Gasoline Company*
- Buckeye Pipe Line Company
- Center Terminal Company (Hartford, IL)
- Center Terminal Company (Indianapolis, IN)
- Chevron Corporation
- CMS Energy Corporation
- Conoco, Inc.
- Cotton Valley Operators Committee
- Ecol, Ltd.
- Encore Energy Partners Operating LLC
- ExxonMobil Terminal (Charleston, WV)
- ExxonMobil Terminal (Selma, NC)
- Globe Oil and Refining Company
- Haynesville Operators Committee**
- Hilcorp Resources Holdings LP
- Husky Oil Company
- Joint Venture Company – Ashland Inc. (limited to individuals transferred from Ashland Inc. to Marathon Ashland Petroleum LLC (MAP) or any one of MAP's participating employers between January 1, 1998 and June 30, 2005)
- Occidental Petroleum Company with CLAM
- Pan Ocean Oil Corporation
- Pennaco Energy, Inc.
- Platte Pipe Line Company
- Plymouth Oil Company
- PPG Industries, Inc.
- R. I. Marketing, Inc. (certain employees transferred to a participating employer)
- Republic Barge Transportation Company
- Rock Island Refining Corporation
- Ross Oil Corporation
- Signal Oil Company
- Texaco, Inc.
- Unocal
- Ultramar Diamond Shamrock
- Wake Up Oil Company

* 75% of the vesting service recognized by Aurora Gasoline Company is recognized by the Plan for the time period prior to January 1, 1975. 100% of such service is recognized thereafter.

** 50% of the vesting service recognized by Haynesville Operators Committee is recognized by the Plan.

Appendix C

[Reserved]

Appendix D

[Reserved]

Appendix E

Minimum Distribution Requirements

Section 1. General Rules

1.1 Effective Date. The provisions of this Appendix E will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

1.2 Precedence. The requirements of this Appendix will take precedence over any inconsistent provisions of the Plan that might provide distributions less rapidly. Nothing in this Appendix E shall be interpreted to allow deferral or delay of distributions beyond the time provided in the Plan.

1.3 Requirements of Treasury Regulations Incorporated. All distributions required under this Appendix will be determined and made in accordance with the Treasury Regulations under Section 401(a)(9) of the Code.

1.4 TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this appendix, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

Section 2. Time and Manner of Distribution

2.1 Required Beginning Date. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's Required Beginning Date.

2.2 Death of Member Before Distributions Begin. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) If the Member's surviving Spouse is the Member's sole designated beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by December 31 of the calendar year in which the Member would have attained age 70½, if later.

(b) If the Member's surviving Spouse is not the Member's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

(c) If there is no designated beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by the second anniversary of the Member's death.

(d) If the Member's surviving Spouse is the Member's sole designated beneficiary and the surviving Spouse dies after the Member but before distributions to the surviving Spouse begin, this Section 2.2, other than Section 2.2(a), will apply as if the surviving Spouse were the Member.

For purposes of this Section 2.2 and Section 4, unless Section 2.2(d) applies, distributions are considered to begin on the Member's Required Beginning Date. If Section 2.2(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 2.2(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Member before the Member's Required Beginning Date (or to the Member's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 2.2(a)), the date distributions are considered to begin is the date distributions actually commence.

2.3 Forms of Distribution. Unless the Member's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Sections 3 and 4 of this appendix. If the Member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9).

Section 3. Required Minimum Distributions During Member's Lifetime

3.1 Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Member's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) the quotient obtained by dividing the Member's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Member's age as of the Member's birthday in the distribution calendar year; or

(b) if the Member's sole designated beneficiary for the distribution calendar year is the Member's Spouse, the quotient obtained by dividing the Member's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Member's and Spouse's attained ages of the Member's and Spouse's birthdays in the distribution calendar year.

3.2 Lifetime Required Minimum Distributions Continue Through Year of Member's Death. Required minimum distributions will be determined under this Section 3 beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Member's date of death.

Section 4. Required Minimum Distributions After Member's Death

4.1 Death On or After Date Distributions Begin.

(a) Member Survived by Designated Beneficiary. If the Member dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Member's death is the quotient obtained by dividing the Member's account balance by the longer of the remaining life expectancy of the Member or the remaining life expectancy of the Member's designated beneficiary, determined as follows:

(i) The Member's remaining life expectancy is calculated using the age of the Member in the year of death, reduced by one for each subsequent year.

(ii) If the Member's surviving Spouse is the Member's sole designated beneficiary, the remaining life expectancy of the surviving Spouse is calculated for each distribution calendar year after the year of the Member's death using the surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Member's surviving Spouse is not the Member's sole designated beneficiary, the designated beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Member's death, reduced by one for each subsequent year.

(b) No Designated Beneficiary. If the Member dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the Member's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Member's death is the quotient obtained by dividing the Member's account balance by the Member's remaining life expectancy calculated using the age of the Member in the year of death, reduced by one for each subsequent year.

4.2 Death Before Date Distributions Begin.

(a) Member Survived by Designated Beneficiary. If the Member dies before the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Member's death is the quotient obtained by dividing the Member's account balance by the remaining life expectancy of the Member's designated beneficiary, determined as provided in Section 4.1.

(b) No Designated Beneficiary. If the Member dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Member's death, distribution of the Member's entire interest will be completed by the second anniversary of the Member's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Member dies before the date distributions begin, the Member's surviving Spouse is the Member's sole designated beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 2.2(a), this Section 4.2 will apply as if the surviving Spouse were the Member.

Section 5. Definitions

5.1 Designated beneficiary. The individual who is designated as the beneficiary under Section XVI of the Plan and is the designated beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.

5.2 Distribution Calendar Year. A Distribution Calendar Year is a calendar year for which minimum distribution is required. For distributions beginning before the Member's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Member's Required Beginning Date. For distributions beginning after the Member's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Section 2.2. The required minimum distribution for the Member's first Distribution Calendar Year will be made on or before the Member's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Member's Required Beginning Date occurs, will be made on or before December 31, of that Distribution Calendar Year.

5.3 Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations.

5.4 Member's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

5.5 Required Beginning Date. A Member's Required Beginning Date is April 1 of the calendar year following the later of (i) the calendar year in which the Member attains age 70½ or (ii) the calendar year in which the Member retires; *provided, however,* that if the Member is a 5% Owner of the business, the Required Beginning Date is April 1 of the calendar year following the calendar year in which the Member attains age 70½.

Section 6. Exceptions to Distribution Requirements Described Elsewhere in Appendix E

6.1 Election to Apply 5-Year Rule to Distributions to Designated Non-Spouse Beneficiaries. If the Member dies before distributions begin and there is a designated non-Spouse beneficiary, distribution to the designated non-Spouse beneficiary is not required to begin by the date specified in Section 2.2 of Appendix E of the Plan, but the Member's entire interest will be distributed to the designated non-Spouse beneficiary by the fifth anniversary of the Member's death. If the Member's surviving Spouse is the Member's sole designated beneficiary and the surviving Spouse dies after the Member but before distributions to either the Member or the surviving Spouse begin, this election will apply as if the surviving Spouse were the Member.

Appendix F

Rules Governing the Making of Individual Account Loans

The Trustee of the Plan is authorized to make loans to Members of the Plan and to accept pledges of portions of Members' Thrift Plan Account(s) as security for such loans. Loans may be made to Members of the Plan on the following terms and conditions.

A. Eligibility of Borrower

Subject to the limitations set forth in Sections F and G below, a Member is eligible for an individual account loan provided the Member has been a Member for at least 45 days.

For purposes of these Loan Rules, the term "Member" shall mean an Active Member, Member with Account(s) in Suspense, a Retired Member, and a Non-Employee Member who is a "Party in Interest," unless otherwise prohibited by law.

B. Type of Loan

Individual Account Loan. All loans are individual account loans made solely from the borrowing Member's individual Account. A Member may make an application for a new individual account loan on any date which is at least 30 days from the date of the last individual account loan.

A Member may have up to five loans outstanding at any one time as long as the total of all loans is less than the Member's loan maximum. (See Section G.)

A Member with five outstanding loans who pays off one of the outstanding loans must wait fifteen (15) calendar days from the date the loan payment is recorded by the Trustee or Recordkeeper before initiating a loan.

C. Term of Loan

The term of the loan may be from twelve (12) to sixty (60) months at the Member's election.

D. Rate of Interest

The interest rate on individual account loans will be set in accordance to procedures established by the Plan Administrator and based on the Prime Rate. The rate charged to a Member will be the rate in effect at the time the loan is approved and will be fixed for the entire term of the loan.

The interest rates on loans for Members on military leave and on active duty are limited as follows:

- The loan interest rate cannot exceed 6% for the duration of the military leave for loans that were outstanding prior to commencement of the military leave. This 6% cap will become effective on the first date of active duty.

- The loan interest rate charged on any loan taken by a Member while on military leave will be the lesser of the rate in effect at the time the loan is taken or 6%, and will be effective for the duration of the leave. The application of payments following the employee's return to work will be based on the rate at the time the loan was taken.

E. Source of Loan Funds

When a Member is approved for a loan, the loan will be recorded as a separate investment of the borrowing Member's Account. The accounts and investment options that will be transferred to establish the loan are subject to Member election as established by the Plan's administrative procedures.

F. Minimum Loan Amount

The minimum individual account loan is $500.

G. Maximum Loan Amount

The maximum of all outstanding loans is an amount equal to the lesser of (1) or (2):

1. The IRS (Internal Revenue Service)-Based-Limitation; the lesser of (a) or (b):
    a. $50,000, reduced (but not below zero) by:
        i. the Member's highest outstanding balance of all Plan loans during the period beginning twelve (12) months prior to the first day of the month in which an individual account loan is to be made, minus
        ii. the Member's outstanding balance of all Plan loans on the date an individual account loan is to be made; or
    b. 50% of the total dollar value of the Member's vested Plan balance at the time the individual account loan is made.
2. The DOL (Department of Labor)-Based Limitation; 50% of the total dollar value of the Member's vested Plan balance at the time the individual account loan is made.

The maximum loan limit is computed on the basis of the Member's latest available vested Plan balance.

The maximum loan limit shall be modified by the Plan Administrator upon his or her determination that a modification is necessary to remain in compliance with any applicable laws or regulations.

H. Required Loan Payments

As noted below, loan payments must be made by payroll deduction, check or electronic loan repayment via a personal bank account as provided in procedures approved by the Plan Administrator. For Active Members, loan payments must be made by payroll deduction but can be supplemented by checks made payable to the Trustee. (Non-Employee Members may make payments by check or may authorize automatic electronic loan repayments from their bank accounts.)

Substantially level payments on principal and accrued interest will be required to be paid at least quarterly throughout the term of an individual account loan such that the loan is paid off in full by its normal maturity date. The Trustee will determine the amount of the minimum quarterly payment the Member must make over the term of the loan.

If a Member with a loan takes an unpaid leave of absence, payments will be suspended during the period of the unpaid leave and will be re-amortized over the remaining period of the loan upon the Member's return from leave.

All scheduled payments received by the Trustee will be applied first to the payment of accrued interest due and any remainder will be applied to the reduction of the unpaid principal balance of the loan. For Members who receive wages or salary from the Company, the minimum quarterly payment amount must be made via substantially equal payroll deductions made each pay period. All prepayments (other than scheduled payments) will be limited to a minimum of $250 and wholly applied to reduction of principal.

Repayments will be allocated back to the Member's Accounts in the same proportion in which they were transferred. Payments will be reinvested in investment options in the same manner as current contributions are invested.

As set forth in the loan documentation for the Member's loan, there are circumstances under which the Plan Trustee has the right to declare the loan immediately due and payable in full. (See Section J below for a listing of these circumstances.)

I. Security Requirement

Each loan must be:

1. Evidenced by documentation sufficient to satisfy the requirements of regulations under Code Section 72(p), and
2. Secured by a pledge of a portion of the Member's vested Account balance equal to the lesser of: (a) the principal amount of the Promissory Note at the time the individual account loan is made, or (b) 50% of the total value of the Member's vested Account balance as such balance exists from time to time.

Members may evidence their loan and the pledge of their vested Account balance either in writing, through Fidelity's phone-based voice response system, through Fidelity's web-based NetBenefits℠ internet site, or such other system approved by the Plan Administrator. The use of a Member's PIN to secure a loan and pledge a portion of his or her Account balance through a Plan Administrator approved electronic system shall be considered the equivalent of the Member's execution of a written document through the use of his or her signature.

J. Pledge Provision

The pledge shall provide that the Plan may recover out of the amount pledged by the Member for the loan, the amount of principal balance and accrued interest, if any, under the loan:

1. On or after the 60th day following the borrower's death;
2. On or after the 60th day following the borrower's termination of employment (except for Retired Members and for Non-Employee Members who are Parties in Interest) from the Controlled Group;

3. On account of the borrower's failure to submit required payments on a loan;
4. On the occurrence of any act or condition which in the opinion of the Plan Administrator jeopardizes the security of the loan.

The maturity of the Member's Promissory Note is subject to acceleration under any of the above four (4) events.

K. Loan Defaults

Following the due date of a loan payment, a First and Final Delinquency Notice which includes a "Final Payment Date" will be mailed to Members who are delinquent on such payment. The Final Payment Date will be thirty calendar days from the date of the First and Final Delinquency Notice. If payment is not received by the Final Payment Date, the loan may be placed in default by the Plan Administrator.

Once in default, the Member will be ineligible for any further loans from the Thrift Plan for a period of six months from the loan default date.

No administrative actions facilitating the appropriation of pledged property of a Member on Military Leave of Absence and on active duty may be undertaken during the period of active duty and the three-month period immediately thereafter unless authorized by the Thrift Plan Member.

L. Tax Consequences of Member Loans

Code Section 72(p) requires that loans must be repaid within five years and must be amortized (via substantially level payments) over the term of the loan in order to avoid taxable distribution treatment.

M. Loan Application Procedure

For a Member, who at the time of a request for an individual account loan is receiving wages or salary from a Participating Employer, the Member must authorize payroll deductions in an amount at least equal to the minimum quarterly payments defined in Section H of these Loan Rules. The Member must submit such other forms as may be required under any relevant laws and regulations.

N. Status of Loan Account

Any questions a borrower may have regarding the principal and interest due on the individual account loan at any time should be addressed to the Marathon Oil Company Benefits Service Center at Fidelity at 1-800-841-0213.

O. Controlling Law

All loans shall be made with references to and shall be governed by and construed in accordance with the Code, ERISA, other applicable federal laws, and to the extent not preempted by ERISA, the laws of the State of Texas.

P. Modification and Termination

These rules may be modified at any time and from time to time by action of the Plan Administrator. The Plan Administrator reserves the right to suspend or terminate the Plan's capacity as a lender at any time.