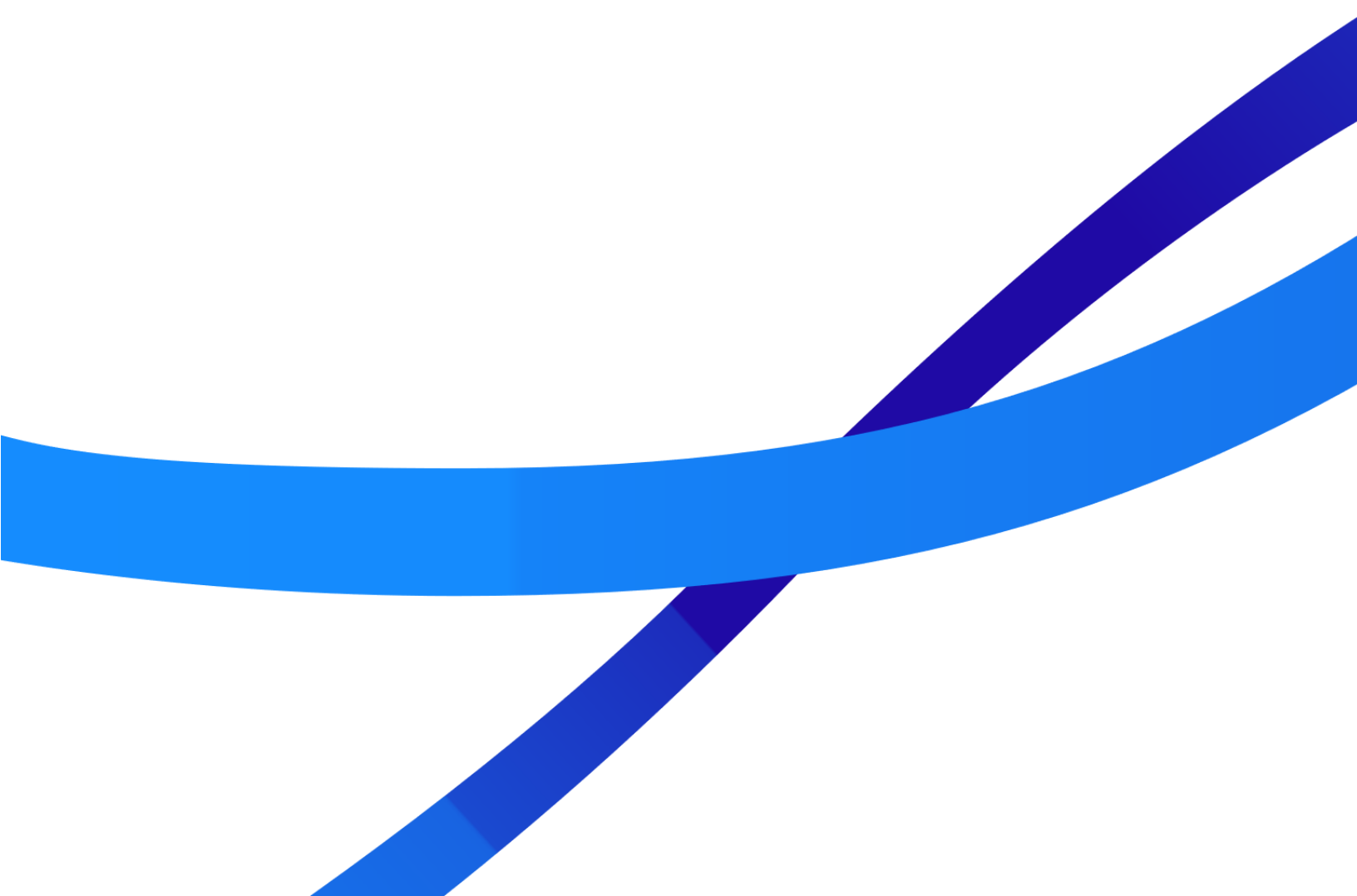




# Retirement Plan of Marathon Oil Company

Title IX of the ConocoPhillips Retirement Plan



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Title IX of the ConocoPhillips Retirement Plan

Effective August 1, 2025

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*This is the Summary Plan Description (SPD) for the Retirement Plan of Marathon Oil Company, Title IX of the ConocoPhillips Retirement Plan (CPRP or the Plan). If there is any conflict between this SPD (or other administrative materials) and the official Plan documents, the official Plan documents will govern. The Company reserves the right to amend or terminate any plan at any time, at its sole discretion. Nothing in this SPD creates an employment contract between the Company or its subsidiaries and affiliates and any employee.*

## Introduction

The Retirement Plan of Marathon Oil Company is one part — called Title IX — of the ConocoPhillips Retirement Plan. The ConocoPhillips Retirement Plan as a whole includes the following sections:

- Main Title
- Phillips Retirement Income Plan—Title I
- ConocoPhillips Cash Balance Account—Title II
- Tosco Pension Plan—Title III
- Retirement Plan of Conoco—Title IV
- Pension Plan for Hourly Employees of Phillips Fibers Corporation—Title V
- Burlington Resources Inc. Pension Plan—Title VI
- ConocoPhillips Store Retirement Plan—Title VII
- Tosco Corporation Pension Plan for Union Employees Formerly Employed by Monsanto Company—Title VIII
- Retirement Plan of Marathon Oil Company—Title IX

This SPD covers the provisions of the Main Title and Title IX, and we refer to this set of provisions as “Title IX” to avoid confusion with other Titles of the ConocoPhillips Retirement Plan as a whole. Separate SPDs describe the other Titles of the Plan.

The Plan, including all its Titles, is a single defined benefit plan intended to be qualified under section 401(a) of the Internal Revenue Code of 1986, as amended, and to satisfy the requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

While the benefits of participants who have previously terminated employment are generally governed by the provisions in effect at the time their employment ended, any subsequent amendments relating to items other than benefit determination under the Plan or Title IX apply to them.

In this SPD:

- “Company” refers to ConocoPhillips Company and/or its subsidiary and affiliated companies that have adopted the Plan, as appropriate given the context.
- “Plan” refers to the ConocoPhillips Retirement Plan (as amended from time to time), including all of its Titles as listed above.
- Some benefit terms used in this SPD have very specific meanings. These terms are underlined throughout the text, and you will find their definitions in the “Glossary” at the end of the SPD.

## CONTACT INFORMATION

Fidelity is the current Plan recordkeeper. Fidelity maintains the ConocoPhillips Retirement Center. Please contact the ConocoPhillips Retirement Center with any Plan questions or Plan-related business at the contact information provided below.

Web	Phone/Operating Hours	Mailing Address
<a href="http://www.netbenefits.com">www.netbenefits.com</a>	(800) 841-0213  Participant Services Associates are available from 7:30 a.m. to 7:30 p.m. Central time, Monday to Friday	<b>U.S. Postal Service</b> ConocoPhillips Retirement Center c/o Fidelity Investments P.O. Box 770003 Cincinnati, OH 45277-0069  <b>Overnight Delivery</b> ConocoPhillips Retirement Center c/o Fidelity Investments 100 Crosby Parkway Covington, KY 41015

## Eligibility

In general, you are eligible to participate in Title IX if you are classified as a regular full-time employee, regular part-time employee, or a casual employee of a Participating Employer. The Participating Employers in Title IX are:

- Marathon Oil Company;
- Marathon Oil Corporation; and
- Marathon Service Company.

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

You are not eligible to participate in Title IX if you are:

- A leased employee;
- A non-resident alien who receives no earned income from any controlled group entity that constitutes income from sources within the United States;
- Not a U.S. citizen, unless you are a non-U.S. citizen hired in the U.S. to perform services in the U.S., or within an employee group specifically approved to participate in the tax-qualified retirement plans of Marathon Oil Company;
- An employee who is on the third country national (TCN) payroll of Marathon Service Company;
- An independent contractor, even if reclassified as a common-law employee;
- An employee covered by a collective bargaining agreement, unless the agreement provides for participation in Title IX;

- Classified by a Participating Employer as a co-op, intern, college learner, summer helper, or other category of employment reserved for student employees;
- Not classified as an employee on a Participating Employer's payroll, even if you are reclassified as a common-law employee by a third party. (Note that common-law employee status (including, but not limited to, retroactive reclassification as a "common-law employee" of a Participating Employer) alone does not establish eligibility to participate in Title IX); or
- An employee participating in another retirement plan funded by a company that is a subsidiary of Marathon Oil Corporation. (Note that you can participate in an Employer 401(k) plan and Title IX of the Plan.)

## How to Enroll

Once eligibility requirements are met, participation in Title IX is automatic. Eligible employees do not need to enroll. Note: Prior to 2012, there were different age and service requirements for participation; additional rules may apply to individuals who were hired prior to 2012.

### ON-LINE SECURITY TIPS

It is important to remain vigilant against cybersecurity threats that could put your personal information and plan assets at risk. The Department of Labor ("DOL") has published "Online Security Tips," which offer plan participants and beneficiaries who check their 401(k) and retirement accounts online basic rules to reduce the risk of fraud and loss. We encourage you to review these On-line Security Tips, which you can find on the DOL's website at [www.dol.gov](http://www.dol.gov).

Fidelity also provides information regarding ways you can help protect your Fidelity account from cyber fraud in its on-line Fidelity Security Center. You can access this through your Fidelity account at [www.netbenefits.com](http://www.netbenefits.com).

## What the Plan Costs

The Company pays the entire cost of Title IX — employee contributions are not required or allowed. The Company is required to make contributions to the Plan to pay for benefits under the Plan. Each year, an actuary determines how much the Company is required to contribute to the Plan so that it complies with ERISA funding requirements.

## When Participation Ends

You are no longer an Active Member of Title IX on the day you terminate employment or otherwise cease to meet the eligibility requirements.

However, you continue as a Retired Member or Former Member if you are vested and choose to leave your vested benefits in Title IX. You may continue to participate in the Plan (but not earn additional Pay Credits) until you have received all vested benefits under Title IX.

## Vesting

Your benefits under Title IX normally vest after three Years of Vesting Service.

If you terminate employment with the Employer before completing at least three Years of Vesting Service, in most cases, your benefits are forfeited. However, if you terminate employment after Normal Retirement Age (65), or due to death or total disability, or if you are involuntarily terminated within 24 months of a Change in Control, your benefits are vested even if you do not have three Years of Vesting Service. (Total disability and Change in Control are defined in Title IX.)

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

## How Title IX Works

The type of benefit(s) you are entitled to under Title IX depends on when you have worked for a Participating Employer.

### Cash Balance Retirement Benefit

To the extent that you are employed by a Participating Employer after December 31, 2009, and are otherwise eligible for Title IX, you will be entitled to a Cash Balance Retirement Benefit. This means your benefit will be determined under a lump sum based formula, which will take into account your annual Pay Credits and monthly Interest Credits.

Under the cash balance formula, Active Members receive annual Pay Credits equal to a percentage of Adjusted Gross Pay based on their plan points. Plan points for Title IX equal the sum of an Active Member's age and Cash Balance Service. For example, if you are 45 years old and have 15 years of Cash Balance Service, you will have a total of 60 plan points. If you are 55 years old and have 25 years of Cash Balance Service, you will have a total of 80 plan points. Participants with fewer than 50 points receive a 7 percent Pay Credit percentage; participants with 50 to 69 points receive a 9 percent Pay Credit percentage; and participants with 70 or more points receive an 11 percent Pay Credit percentage.

### Combined Retirement Benefit

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

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

## Legacy Retirement Benefit

If you provided service for a Participating Employer before January 1, 2010, and were an Active Member in the Retirement Plan of Marathon Oil Company, you are entitled to a Legacy Retirement Benefit under Title IX. The Legacy Retirement Benefit is calculated as an annual benefit for your lifetime, starting at Normal Retirement Age (which is age 65), using the following formula:

$$\begin{aligned} & [(1.6\% \times \text{Final Average Pay}) \text{ minus } (1.33\% \times \text{Estimated Primary Social Security Benefit})] \times \text{Years of } \text{Legacy} \\ & \quad \text{Participation Service} \\ & \quad \text{equals} \\ & \quad \text{Your annual } \text{Legacy Retirement Benefit} \\ & \quad \text{divided by 12, equals} \\ & \quad \text{Your monthly } \text{Legacy Retirement Benefit} \end{aligned}$$

As of January 1, 2010, the Legacy Retirement Benefit (that was under the Retirement Plan of Marathon Oil Company and is now under Title IX of the Plan) was amended so that participants do not accrue additional years of Legacy Participation Service. Additionally, no more than 37.5 years of Legacy Participation Service can be recognized under the Legacy Retirement Benefit formula of Title IX.

Final Average Pay and your estimated primary Social Security benefit are not updated after July 5, 2015. For Select Group Members, Final Average Pay is not updated after December 31, 2009. Vesting service and age will continue to be updated under the Legacy Retirement Benefit formula (for purposes of early retirement benefits eligibility, explained below).

### CHANGE OF CONTROL PROVISIONS

If you were an Active Member in the Retirement Plan of Marathon Oil Company on November 22, 2024, have a Legacy Retirement Benefit, have an involuntary termination of employment within twenty-four months of November 22, 2024 (on which a Change in Control (as defined in Title IX) of Marathon Oil Corporation occurred), are employed by Marathon Oil Company or Marathon Service Company at the time of your involuntary termination of employment, and are a non-officer employee at the time of your involuntary termination of employment, you may be eligible for certain enhancements to your Legacy Retirement Benefit. These enhancements generally include:

- Final Average Pay based on the greater of (1) your last 12 months of Gross Pay prior to the date your Final Average Pay was frozen (December 31, 2009 for Select Group Members and July 5, 2015 for other participants) or (2) your frozen Final Average Pay as described above and in the definition of Final Average Pay that is generally based on 36 months of Gross Pay.
- Two years added to your frozen Legacy Participation Service (subject to maximum 37 years and 6 months).
- Two years added to your age for purposes of determining whether you qualify as a Retired Member who is eligible for early retirement benefits (explained below) and, if you do qualify as a Retired Member, for purposes of determining which early retirement factor applies.

If you qualify for these enhancements, Fidelity will be able to provide you with estimates of your retirement benefit inclusive of these enhancements. Estimates concerning these enhancements cannot be provided until after a qualifying involuntary termination of employment.



## When You Can Begin Benefits

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

## Early Retirement Benefits (Legacy Retirement Benefits)

Generally, your monthly Legacy Retirement Benefit is reduced to an “actuarial equivalent” amount for every month you choose to start collecting benefits before Normal Retirement Age. However, the benefit is not reduced as much if you are eligible for early retirement under Title IX. An Active Member whose employment ends after age 50 and after completing at least ten Years of Vesting Service is considered a Retired Member and is eligible for special early retirement benefits under the Legacy Retirement Benefit formula. If you are a Retired Member and start benefits after age 62 with at least 10 Years of Vesting Service, there is no reduction in your monthly benefit under the Legacy Retirement Benefit formula. The monthly benefit is reduced by 3% for each year before age 62 to age 59, and by 4% for each year below age 59 to age 50. For example, if you have a Legacy Retirement Benefit and your employment ends at age 50 with ten or more Years of Vesting Service, you can choose to start monthly annuity payments of the legacy portion of your benefit that are 55% of the amount of your Normal Retirement Age Legacy Retirement Benefit. (Additional adjustments to the monthly payment may be made if you elect a benefit with a survivor feature, explained below.)

Note: Special rules apply to certain individuals who have benefits under the Ashland Plan. Also, special rules apply to certain individuals who qualify for enhancements under the “Change of Control Provisions” as described above.

## Lump Sum Payment

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

Generally, a lump sum distribution can be rolled over into an Individual Retirement Account (IRA) or into another tax-qualified retirement plan. See “Rollovers” below. More information is distributed at the time the member elects the payment option.

### INVOLUNTARY CASH-OUT OF BENEFIT

If the present value of your accrued vested benefit in Title IX as a terminated participant is less than or equal to \$5,000, then such benefit shall be distributed as a single lump sum as soon as administratively practicable.

You will be notified of the payment options prior to distribution. If you fail to respond to the distribution notice, the benefit amount is less than \$1,000, and there is not a benefit due from any other Title within the Plan, the benefit will be paid in a lump sum payment reduced by 20% required for federal and any applicable state tax withholding. No other form of payment will be available.

If you fail to respond to the distribution notice, and the benefit amount is between \$1,000 and \$5,000, the benefit will be automatically rolled over to an IRA. The IRA will be established in your name and will be invested in an investment product designed to preserve capital and provide a reasonable rate of return and liquidity. All expenses of the IRA will be charged against the IRA account. You can contact Fidelity for additional information regarding automatic rollovers.

## Annuity Payment Forms

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

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

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

For a Legacy Retirement Benefit, if you are both married and retiring as a Retired Member before reaching age 65, you may also elect a "single life annuity with right to change." This benefit will provide you with a monthly annuity payment equal to your age-reduced single life annuity until age 65, at which point a new form of annuity benefit may be elected. **If you elect the single life annuity with right to change, you cannot elect a lump sum at age 65.**

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

Alternatively, you may elect a "term certain" annuity, with a reduced monthly annuity paid to you generally so long as you live (you may not elect guaranteed payments longer than your life expectancy at the time the form of benefit becomes effective), and continued payments to your designated beneficiary for the remainder of the time period you have elected to receive guaranteed payments (five, ten or fifteen years), if you die before that time period ends.

The monthly payments under the various annuity forms are calculated based on mortality and interest factors specified in Title IX, and the exact amount will vary depending on the form selected, interest rates at the time

the option is effective, the time you elect to begin receiving benefits, your age, and your spouse's age (if you elect a joint and survivor annuity).

## Spousal Consent Requirements

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

## If You Leave Employment

If you are vested when you terminate employment with your Employer, you are entitled to your benefit at the time of your termination or you may defer receipt up to your Normal Retirement Date.

As described earlier in this SPD, you may elect to begin payment early or to receive it in any of the forms for which you are eligible as of the date you want benefits to begin.

If you are not vested when you leave your Employer, your benefit will be forfeited. Under certain circumstances, forfeited benefits can be recaptured (restored).

## What Happens If You Die

### Death Before Retirement Benefits Begin

If you die before receiving any benefits under Title IX, your Cash Balance Retirement Benefit (if any) will be payable to your surviving spouse, or if you are not married, to your estate.

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

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

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

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

### Death After Retirement Benefits Have Begun

Survivor benefits depend on the form of benefit payment that you elected at commencement of your benefit.

- If you elected to take your benefit payment as a joint and survivor or term certain annuity, and you die after payments have begun, your spouse or other named survivor annuitant as applicable will receive the

designated percentage of your joint and survivor payments or the remaining term certain payments as applicable until their death or until the term certain payments are exhausted as applicable.

- If you elected to take your benefit payment as a lump sum or a single life annuity, and you die after payments have begun, no further benefits are payable. Note: Contact Fidelity concerning special rules which apply to participants who elected a single life annuity with right to change and die before age 65.

## What Happens If You Are Rehired

If you are rehired and were vested when you previously left your Employer:

- You will continue to retain any portion of your vested benefit for which you have not received a cash distribution. (If you have received a cash distribution, you cannot repay the distribution.)
- If you are rehired after beginning a monthly annuity, you will retain the benefit you had earned to your termination date and will continue to receive the annuity.

If you were not vested when you previously left your Employer, you forfeited your previous service time and your non-vested Plan benefit. Depending on certain conditions, you may be able to recapture (restore) that forfeited time and benefit.

## How to Begin Receiving Your Benefit

Once your employment ends, retirement benefits are scheduled to begin on your Normal Retirement Date. However, you may elect to begin benefits as of the first day of any month following the date your employment ends.

Before your retirement benefits can begin, you must:

- No longer be employed by the Employer on your requested benefit commencement date;
- Have a vested benefit;
- Either satisfy or waive any notice periods; and
- Contact Fidelity to request your pension paperwork at least 45 days but no more than 180 days before your desired benefit commencement date. If you request your paperwork within 45 days before the next benefit commencement date, your benefit commencement date will be delayed a month. You may be able to complete this process online through [www.netbenefits.com](http://www.netbenefits.com), or by phone if preferred.

Please note that your retirement request will expire after 180 days if you do not return your signed paperwork.

Although your election may be made up to 180 days before your desired benefit commencement date, it is recommended you request your pension paperwork 60 to 90 days before, and must be at least 45 days before, your benefit commencement date.

## Tax Considerations

Title IX distributions are generally considered taxable income and are subject to federal and (if applicable) state and/or local income taxes. However, if you made after-tax contributions to the Plan, the portion of your benefit attributable to those contributions will not be subject to tax upon distribution and will not be eligible for rollover.

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Annuity payments are subject to income tax withholding at ordinary income tax rates.

If you elect a lump sum payment to be paid to you, 20% federal tax will be withheld from your distribution, unless you elect a direct rollover. This withholding is sent to the IRS and is credited as part of your tax withholding for the year in which you receive your distribution.

If you are under age 59½ and do not roll over your lump sum payment to an Individual Retirement Account (IRA) or other tax-qualified retirement plan, your distribution is subject to a 10% federal income tax penalty in addition to the 20% withholding. State income tax penalties may also apply. However, the additional 10% IRS penalty does not apply in certain circumstances:

- Paid to you because you leave the Employer during or after the year in which you reach age 55;
- Paid to you after you are permanently and totally disabled;
- Paid to you as equal (or almost equal) payments over your life expectancy (or your and your beneficiary's combined life expectancies);
- Used to pay certain medical expenses; or
- Paid to your beneficiary after your death.

**Tax laws are complicated and subject to frequent change. You should consult a qualified tax advisor before making your distribution election.**

### FOR MORE INFORMATION

For more information on the tax implications of your distribution options, you should review the **Your Rollover Options 402(f) Notice** which is available from Fidelity. This notice contains pertinent disclosures specifically described by the Internal Revenue Service in connection with any distribution from a qualified retirement plan.

Any tax considerations mentioned in this SPD should be regarded only as highlights and not as comprehensive discussions of the tax issues involved. The application of tax laws varies depending on the individual circumstances involved.

In addition, the Plan is intended to be tax-qualified under the Internal Revenue Code of 1986, as amended. Therefore, the benefits under the Plan are subject to various IRS rules and limits, which could limit or result in reduction of Plan benefits in certain circumstances.

## Rollovers

To avoid mandatory withholding on a lump sum payment to be paid directly to you, you may elect to roll over your lump sum payment to a tax-qualified retirement plan such as an Individual Retirement Account (IRA), a 401(k), or another employer's plan that accepts such rollovers. When you rollover part or all of a distribution into another plan, you postpone paying taxes on the amounts rolled over until they are distributed from the new plan.

There are two ways to roll over a distribution:

- With a direct rollover, you instruct Fidelity to pay part or all of your distribution directly to the trustee or administrator of the other plan. No taxes are withheld from a direct rollover.

- With an indirect rollover, you receive a check for the distribution payable to you, and you choose to roll over all or part of the distribution into another plan within 60 days after you receive the check. Mandatory federal tax withholding (and state/local tax withholding, if applicable) applies in this case. Because the required 20% tax withholding will have been applied, you will need to replace the 20% withheld with money from another source if you want to roll over the entire amount. You are responsible for following applicable guidelines and timetables to make sure your distribution is not eventually taxed because you missed the 60-day deadline.

## Filing Claims and Appeals Under the Plan

Fidelity provides the forms and documents for claiming benefits under the Plan by a participant, spouse or the authorized representative of such person.

### Initial Appeal Process

If your claim is denied for a benefit, in whole or in part, you may file an initial appeal of the claim denial. You should mail or deliver a statement in writing to the Claims Administrator explaining the reasons for your appeal. Within 90 days (or within 45 days for disability appeals) of receipt of your initial appeal, the Claims Administrator will notify you in writing or electronically of the approval or denial of your initial appeal. If special circumstances require an extension of time for processing the initial appeal, a decision will be made within a reasonable period of time, but no later than 180 days after receipt of the initial appeal (105 days for a disability appeal).

If an extension is required, you will receive written or electronic notice of the extension prior to the expiration of the initial decision period indicating the special circumstances. The Claims Administrator may extend the initial decision period for disability appeals up to 30 days, and then for an additional 30 days provided you are properly notified of the extension.

If your initial appeal is denied, the Claims Administrator will notify you in writing with:

- Specific reason(s) for the denial;
- References to the Plan provision(s) that support the denial;
- A description of any additional materials or information that is necessary to perfect (improve) the claim; and
- An explanation of the Plan's appeal review procedures, including your right to bring a civil action under Section 502(a) of ERISA following a denial after final appeal.

### Final Appeal Process

If your initial appeal is denied, in whole or in part, by the Claims Administrator, you may file a final appeal of the appeal denial to the Benefits Committee. Your final appeal must be made in writing to the Benefits Committee within 60 days (180 days for a disability appeal) of your receipt of the initial appeal claim denial. Your final appeal request may contain any additional information and comments as you may wish to present. The Benefits Committee's consideration of your final appeal will take into account all comments, documents, records, and other information you submit related to the appeal, whether or not such information was submitted or considered in the initial appeal process. You may also review all pertinent documents in the Benefits

## Retirement Plan of Marathon Oil Company

Committee's possession, including the Plan documents and information provided by the Company relating to your entitlement to such benefit(s) under consideration. You may request a formal hearing before the Benefits Committee. However, the Benefits Committee is not required to grant the request.

The decision on final appeals that are not a disability appeal will be made by the Benefits Committee no later than the date of its first quarterly meeting that follows receipt of your final appeal unless the final appeal request is filed within 30 days of that meeting. In that case, the decision will be made no later than the date of the second quarterly meeting following receipt of your final appeal request. If special circumstances require further time to process your final appeal, a decision shall be rendered no later than the third quarterly meeting following receipt of your final appeal request. If special circumstances require this additional time, you will be notified of the reason for the extension and the date on which a decision is expected to be made. You will be notified of the decision as soon as administratively practicable.

With respect to decisions involving disability appeals, the Benefits Committee shall render a decision within a reasonable period of time, but no later than 45 days after receipt of the appeal. However, the 45-day period for deciding the appeal may be extended for an additional 45 days if the Benefits Committee determines that special circumstances require an extension of time, provided the Benefits Committee notifies you, prior to the expiration of the initial 45-day period, of the special circumstances requiring an extension and the date by which a decision is expected to be made.

The Benefits Committee will submit its decision to you in writing. If your final appeal is denied, in whole or in part, the written decision will include:

- Specific reason(s) for the denial;
- References to the Plan provisions (or other applicable Plan documents) upon which the decision was based;
- Notification of your right for reasonable access to and to receive copies of, without charge, all documents, records and other information relevant to your appeal; and
- Notification of your right to bring legal action under Section 502(a) of ERISA within two years after the date the Benefits Committee, in writing or by electronic means, sends you its final appeal decision. In order to bring such legal action, you must have exhausted all of the claims and appeals process as covered above. If you do not bring legal action within this two-year period, your right to bring such action will be waived in full. The venue for any such legal action is the federal courts in Harris County, Texas.

## Other Information/ERISA

This section provides you with general information about the ConocoPhillips Retirement Plan (Plan), which includes the Retirement Plan of Marathon Oil Company – Title IX. It also gives you information you are required to receive under ERISA.

## ERISA Plan Information

<b>CONOCOPHILLIPS RETIREMENT PLAN</b> <i>(For the Retirement Plan of Marathon Oil Company — Title IX)</i>	
<b>Type of Plan</b>	Defined benefit pension plan that is intended to be qualified under Internal Revenue Code Section 401(a)
<b>Plan Number</b>	021
<b>Plan Year</b>	January 1 – December 31
<b>Sources of Contributions</b>	<p>Each year, an actuary determines the range of <u>Company</u> contributions on a basis acceptable under <u>ERISA</u>. The <u>Company</u> is required under <u>ERISA</u> to make contributions to the Plan trust fund based on the actuarial report necessary to provide benefits under the Plan that are not provided from insurance contracts.</p> <p><u>Employee</u> contributions are not presently required or allowed.</p> <p>All <u>Company</u> contributions are deposited into a trust fund. The trust fund is administered by trustees, insurance companies and investment managers. All Plan expenses are paid from the trust fund unless paid by the <u>Company</u>.</p>
<b>Plan Trustees</b>	The Bank of New York Mellon, 240 Greenwich Street, New York, NY 10286
<b>Insurance Carriers for certain insured benefits</b>	Equitable Life Insurance Company

## Recoupment of Overpayments

You are required to cooperate fully with the Plan in correcting any overpayments you receive directly or indirectly. If you do not restore any overpayment(s) promptly, the Plan may reduce any future payments of your Plan benefit to recoup the overpayment. If extraordinary steps are taken to recoup an overpayment, the Plan may also require you to pay the court costs, attorneys' fees, and other expenses the Plan incurred in recouping the overpayment.

## Your ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to receive information about the Plan and your benefits, to expect prudent action by Plan fiduciaries, and to enforce your rights under ERISA.

### Information About the Plan and Your Benefits

All Plan participants have the right to:



## Retirement Plan of Marathon Oil Company

- Examine, without charge, at the office of the Benefits Committee or its designee and at other locations (field offices, plants and selected work sites), all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor. These documents are also available for review at the Public Disclosure Room of the Employee Benefits Security Administration;
- Obtain, upon written request to the Benefits Committee or its designee, copies of documents governing the operation of the Plan, copies of the latest annual report (Form 5500 Series), and updated Summary Plan Description. When allowed by law, the Benefits Committee or its designee may make a reasonable charge for the copies;
- Receive a summary of the Plan's annual financial report at no charge (the Benefits Committee or its designee is required by law to furnish each participant with a copy of this summary financial report); and
- Obtain a statement telling you whether you have a right to receive a benefit at your Normal Retirement Age, and if so, what your benefits would be at your Normal Retirement Date if you stopped working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing from the Benefits Committee at the address provided in the "Plan Administration" section below and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

### Prudent Action by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan are called "fiduciaries" and have a duty to operate the Plan prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your union or any other person, may fire you or discriminate against you in any way to prevent you from obtaining benefits under the Plan or exercising your rights under ERISA.

### Enforcing Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to receive a written explanation of the reason for the denial, to obtain copies of documents relating to the decision without charge, and to appeal any initial appeal denial to the Benefits Committee.

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Benefits Committee or its designee to provide the materials and pay you up to \$110 a day until you receive the materials, unless they were not sent because of reasons beyond the control of the Benefits Committee or its designee.

If you have a final appeal for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If the Plan fiduciaries misuse the Plan's money,

## Retirement Plan of Marathon Oil Company

or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose — for example, if the court finds your claim is frivolous — the court may order you to pay these costs and fees.

### For More Information

If you have any questions about the Plan, contact Fidelity or the [Benefits Committee](#).

If you have any questions about this statement or about your rights under [ERISA](#), or if you need assistance in obtaining documents from the [Benefits Committee](#), you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210.

You may obtain certain publications about your rights and responsibilities under [ERISA](#) by calling the publications hotline of the Employee Benefits Security Administration at 866-444-3272.

## Plan Administration

### Plan Identification Information

The Plan Name, Plan Sponsor, Identification Number, and Plan Number are:

ConocoPhillips Retirement Plan  
ConocoPhillips Company  
935 N. Eldridge Parkway  
Houston, TX 77079

Employer ID#: 73-0400345  
Plan Number: 021

### Benefits Committee

The [Benefits Committee](#) is the [Plan Administrator](#) for the Plan (other than for investments of the Plan assets held in the trust fund for which the [Retirement Plan Investment Committee](#) has investment responsibility). [Benefits Committee](#) members are appointed by the Board of Directors of ConocoPhillips Company or its designee. The [Benefits Committee's](#) address and phone number are:

ConocoPhillips Company Benefits Committee  
P.O. Box 4783  
Houston, TX 77210  
(918) 661-6199

The [Benefits Committee](#) is responsible for (among other things):

- Establishing and enforcing rules and procedures for:
  - The administration of the Plan; and
  - The selection of those who provide non-investment-related services to the Plan;

## Retirement Plan of Marathon Oil Company

- Delegating administrative duties to selected persons and companies as appropriate;
- Interpreting the Plan; and
- Making final decisions as to any disputes or claims under the Plan.

The Benefits Committee has absolute discretion in carrying out its responsibilities, including determining benefits eligibility and interpreting Plan terms. All interpretations, findings of fact, and resolutions made by the Benefits Committee are binding, final, and conclusive on all parties.

### Retirement Plan Investment Committee

The Retirement Plan Investment Committee is responsible for investment of Plan assets held in the trust fund. Such responsibilities include (among other things) selection and monitoring of the trustees and asset and investment-related service providers. Retirement Plan Investment Committee members are appointed by the Board of Directors of ConocoPhillips Company or its designee. The Retirement Plan Investment Committee's address and phone number are:

ConocoPhillips Company Retirement Plan Investment Committee  
P.O. Box 4783  
Houston, TX 77210  
(918) 661-6199

### Claims Administrator

The Claims Administrator is the person (or entity) appointed by the Benefits Committee responsible for deciding an initial appeal of a benefits claim denial.

ConocoPhillips Retirement Plan Claims Administrator  
P.O. Box 4783  
Houston, TX 77210  
(918) 661-6199

### Agent for Service of Legal Process

For disputes arising from the Plan, the Benefits Committee or Retirement Plan Investment Committee, legal process may be served on the General Counsel of ConocoPhillips Company. The address is:

General Counsel  
ConocoPhillips Company  
935 N. Eldridge Parkway  
Houston, TX 77079

Service of legal process may also be made upon the trustees or the Benefits Committee at the addresses shown above for them.

## Pension Benefit Guaranty Corporation

Your benefits under the ConocoPhillips Retirement Plan are covered by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under the Plan, but some people may lose certain benefits.

## Retirement Plan of Marathon Oil Company

The PBGC guarantee generally covers:

- Normal and early retirement benefits;
- Certain disability benefits if you became disabled before the Plan terminates; and
- Certain benefits for survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates;
- Some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates;
- Benefits that are not vested because you have not worked long enough for the Employer;
- Benefits for which you have not met all of the requirements at the time the Plan terminates;
- Certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's Normal Retirement Age; and
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, savings plan benefits, vacation pay and severance pay.

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

### FOR MORE INFORMATION

For more information about the PBGC and the benefits it guarantees, ask the Benefits Committee. You may also contact the PBGC:

- By mail — PBGC, P.O. Box 151750, Alexandria, VA 22315-1750
- By phone — (800) 400-7242;
- By email — [CustomerService@pbgc.gov](mailto:CustomerService@pbgc.gov); or

Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

## Funding-Based Restrictions on Plan Benefits

Effective January 1, 2008, the Pension Protection Act of 2006 (PPA) imposed the following benefit restrictions on the Plan during any period when its funded status is less than described below on an adjusted funding target attainment percentage (AFTAP) basis:

- **Accelerated benefit distributions** — When the Plan has an AFTAP below 80%, no more than 50% of your benefit under the Plan or the present value of the maximum PBGC guaranteed benefit, whichever amount is smaller, can be paid in a form other than a life annuity. When the Plan has an AFTAP below 60%, no Plan benefits may be paid in a form other than a life annuity. During any period that the

## Retirement Plan of Marathon Oil Company

Company is in Chapter 11 bankruptcy, no Plan benefits may be paid in a form other than a life annuity, unless the Plan has an AFTAP of at least 100%.

- **Plan amendments** — No Plan amendment that increases benefits, establishes new benefits, or changes benefit accruals or vesting can take effect unless the Plan has an AFTAP (calculated after taking into account the impact of the amendment) of at least 80%.
- **Benefit accruals** — No benefits may be accrued under the Plan during any period when the Plan has an AFTAP less than 60%.
- **Contingent event benefits** — No unpredictable contingent event benefits may be paid under the Plan during any period when the Plan has an AFTAP (calculated after taking into account the impact of such benefits) less than 60%.

As of the date of this Summary Plan Description, the Plan is adequately funded to allow lump sums.

## When the Plan Changes or Ends

ConocoPhillips Company or its designee may amend or terminate the Plan at any time.

Subsidiary companies that have adopted the Plan may request to end their participation in the Plan at any time and to request a separation of the trust fund. Subsidiary companies that have adopted the Plan cease to sponsor the Plan automatically if they are no longer subsidiaries of ConocoPhillips Company.

No amendment or modification of the Plan will reduce the benefits you have earned as of the effective date of amendment or modification. If the Plan is ever terminated, the benefit you have earned as of the termination date will be distributed to you in any manner permitted by the Plan. The assets of the Plan will be allocated in accordance with the priorities set forth in the Plan.

## Assignment of Benefits

Your interest in the Plan may not be assigned or alienated. However, payment of benefits under the Plan will be made in accordance with "Qualified Domestic Relations Orders."

A "Qualified Domestic Relations Order" is a judgment, decree or court order (including approval of a property settlement agreement) that:

- Pertains to the provision of child support, alimony payments and/or marital property rights to a spouse, former spouse, child or other dependent;
- Is made pursuant to a state domestic relations law (including community property laws); and

Meets a series of specific criteria set forth in both ERISA and the Internal Revenue Code.

If Fidelity receives a certified court order that awards part of your interest in the Plan to another person, you will be notified and given a copy of the Plan's established procedures for determining whether the order is a "Qualified Domestic Relations Order." You may also request, at any time and without charge, a copy of the Plan's Qualified Domestic Relations Order procedures by contacting Fidelity.

A Qualified Domestic Relations Order creates rights for a person known as an “alternate payee.” The alternate payee may become entitled to part or all of your benefit under the Plan. The order may also grant a former spouse rights normally provided to a surviving spouse under the Plan, preventing a later spouse from having full spousal rights. Special rules apply to benefits assigned to an alternate payee.

## Payments to a Minor or Legally Incompetent Person

The Benefits Committee or its designee may authorize payments to a conservator, guardian, or other individual who is legally responsible for the management of the estate of the minor or the legally incompetent person.

## If You Cannot Be Located

If you cannot be located on your mandatory commencement date (the latest date upon which your retirement benefits must start if you have terminated employment), your benefit is forfeited. If you are later located, your benefit will be restored and payment will be made, retroactive to the applicable date. Also, if you cannot be located when you are to receive an involuntary cash-out of your benefit, your benefit is forfeited. If you are later located, your benefit will be restored and payment will be made, retroactive to the applicable date.

## Glossary

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

**Active Member:** Generally, an employee of a Participating Employer who is eligible for Title IX is considered an Active Member while employed.

**Adjusted Gross Pay:** For purposes of calculating Cash Balance Retirement Benefits, Adjusted Gross Pay includes the following components of your pay:

- Regular pay for hours worked.
- Overtime pay.
- Call out pay.
- Pay for paid time off (such as holiday pay, vacation pay, pay for sick leave, pay for personal absences and pay for parental leave).
- Pay for military training and pay while on military leave prior to offset for military pay while on military leave.
- Pay for other approved training.
- Compensation received under the terms of Marathon Oil’s Annual Cash Bonus Program or a successor or replacement annual cash bonus program that may be established by Marathon Oil Company or another Participating Employer (Annual Cash Bonus Program Pay).

## Retirement Plan of Marathon Oil Company

Adjusted Gross Pay will also be determined before deducting employee pre-tax contributions to the Marathon Oil Company Thrift Plan and elective contributions under a Marathon Oil cafeteria plan. For compensation to constitute Adjusted Gross Pay for Title IX, it must be received while a member under Title IX for services actually rendered or labor performed for a Participating Employer and, for a calendar year, generally only includes that compensation which is actually paid to a member or is includable in a member's gross income in such year.

Adjusted Gross Pay **does not include** any compensation not specifically enumerated as included above and also does not include: (1) any vacation pay received on or after an employee's retirement or other termination from employment with a Participating Employer, (2) any payment of Annual Cash Bonus Program Pay that is made on or after an employee's retirement or other termination from employment with a Participating Employer or while a member is a beneficiary, and (3) any other payment that would otherwise constitute eligible pay if such payment is made more than 60 calendar days after an employee's retirement or other termination from employment with a Participating Employer.

For the avoidance of doubt, Adjusted Gross Pay no longer includes cash incentive or bonus awards, such as MarAwards, exploration discovery milestone awards, retention bonuses and other discretionary awards, except for Annual Cash Bonus Program Pay as described above.

Adjusted Gross Pay is also subject to applicable IRS limits.

**Benefits Committee:** The ConocoPhillips Company Benefits Committee, which is the Plan Administrator for the Plan (other than for investments of the Plan assets held in the trust fund), or its delegate when a delegation of authority or responsibility has been made by the Benefits Committee.

**Cash Balance Retirement Benefit:** The Title IX benefit based on employment and pay after December 31, 2009, which is calculated as a lump sum amount, based on annual Pay Credits and monthly Interest Credits. (See "Cash Balance Retirement Benefit" section of this SPD.)

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

**Claims Administrator:** The person (or entity) appointed by the Benefits Committee responsible for deciding an initial appeal of a benefits claim appeal.

**Combined Retirement Benefit:** For individuals who were Active Members both before 2010 and after 2009, the Legacy Retirement Benefit and the Cash Balance Retirement Benefit. (See "Combined Retirement Benefit" section of this SPD.)

**Company:** ConocoPhillips Company and/or its subsidiary and affiliated companies that have adopted the Plan, as appropriate given the context.

**Employer:** ConocoPhillips Company and any subsidiary or other entity that is part of the same controlled group as ConocoPhillips Company (which, generally, includes any subsidiary or other entity in which ConocoPhillips directly or indirectly has an ownership interest of at least 80%).

## Retirement Plan of Marathon Oil Company

**ERISA:** Employee Retirement Income Security Act of 1974, as amended.

**Final Average Pay:** Is equal to the highest average eligible earnings for 36 consecutive months in the last ten years before retirement (or before July 5, 2015, if earlier; or before December 31, 2009, if a Select Group Member). Eligible earnings under the Legacy Retirement Benefit formula are generally based on Gross Pay. Final Average Pay is not updated after July 5, 2015. However, see "Change of Control Provisions" under the "Legacy Retirement Benefit" section of this SPD.

**Former Member:** A member who resigns or terminates employment (for reasons other than transfer to a non-Participating Employer that is part of the Employer) prior to retirement.

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

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

**Interest Credit:** For each calendar month after 2009, an Interest Credit will be added to your Cash Balance Retirement Benefit. The interest crediting rate is the greater of 3% or the average annual rate of interest on 30-year Treasury securities (which is set each January 1 based on the rates in effect for the preceding August, September, and October).

**Legacy Participation Service:** Generally includes full months during which an Active Member receives or is entitled to receive compensation from a Participating Employer. Approved leaves of absence and periods of layoff of less than 12 consecutive months are also credited. No service after December 31, 2009, is counted as Legacy Participation Service. However, see "Change of Control Provisions" under the "Legacy Retirement Benefit" section of this SPD.

**Legacy Retirement Benefit:** The Title IX benefit based on employment before January 1, 2010. (See "Legacy Retirement Benefit" section of this SPD.)

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

**Normal Retirement Date:** The first day of the month following a member's 65 birthday.



## Retirement Plan of Marathon Oil Company

**Participating Employer:** Currently Marathon Oil Company, Marathon Oil Corporation, and Marathon Service Company are Participating Employers in Title IX of the Plan. In certain cases, reference to a Participating Employer may also mean a former Participating Employer under the Retirement Plan of Marathon Oil Company.

**Pay Credits:** Under the cash balance formula, Active Members receive annual Pay Credits equal to a percentage of Adjusted Gross Pay based on their plan points under Title IX.

**Pension Benefit Guaranty Corporation or PBGC:** Pension Benefit Guaranty Corporation, a federal corporation established under ERISA to insure “defined benefit” pension plan benefits if the plan terminates with insufficient assets to cover the benefits earned under the plan. The sponsor of a “defined benefit” pension plan must pay an annual insurance premium to the PBGC.

**Plan Administrator:** The Benefits Committee (other than for investments of the Plan assets held in the trust fund for which the Retirement Plan Investment Committee has investment responsibility).

**Retired Member:** A member who retires after attaining either (a) Normal Retirement Age or (b) age 50 with ten or more Years of Vesting Service.

**Retirement Plan Investment Committee:** The ConocoPhillips Company Retirement Plan Investment Committee, which is responsible for investment of Plan assets held in the trust fund.

**Select Group Member:** A member who, on August 17, 2009, either was a supervisor in Grade 14 or above or had base pay of \$190,000 (specifically excluding bonus) or higher.

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