As filed with the Securities and Exchange Commission on April 29, 2011

File No. 001-35054

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Amendment No. 2
to
FORM 10
GENERAL FORM FOR REGISTRATION OF SECURITIES PURSUANT TO SECTION 12(B) OR 12(G) OF THE SECURITIES EXCHANGE ACT OF 1934

Marathon Petroleum Corporation

(exact name of registrant as specified in its charter)

Delaware	**27-1284632**
(State of incorporation or organization)	**(I.R.S. Employer Identification No.)**
539 South Main Street **Findlay, Ohio**	
(Address of principal executive offices)	**45840-3229** **(Zip code)**

Registrant's telephone number, including area code: (419) 422-2121

Copy to:

Ted W. Paris, Esq.
Baker Botts L.L.P.
3000 One Shell Plaza
910 Louisiana Street
Houston, Texas 77002-4995
(713) 229-1838
Fax: (713) 229-7738

Securities to be registered pursuant to Section 12(b) of the Act:

Title of Each Class Registered	**Name of Each Exchange on Which Such Class will be Registered**
Common Stock, par value $0.01 per share	**The New York Stock Exchange, Inc.**

Securities to be registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☑ (Do not check if a smaller reporting company)	Smaller reporting company	☐

MARATHON PETROLEUM CORPORATION

INFORMATION INCLUDED IN INFORMATION STATEMENT AND INCORPORATED BY REFERENCE IN FORM 10

CROSS REFERENCE SHEET BETWEEN INFORMATION STATEMENT AND ITEMS OF FORM 10

We have filed our information statement as Exhibit 99.1 to this Form 10. For your convenience, we have provided below a cross-reference sheet identifying where the items required by Form 10 can be found in the information statement.

Item No.	Item Caption	Location in Information Statement
1.	Business.	See "Summary," "Risk Factors," "Cautionary Statement Concerning Forward-Looking Statements," "The Spin-Off," "Capitalization," "Selected Historical Combined Financial Data," "Unaudited Pro Forma Condensed Combined Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business," "Relationship with Marathon Oil After the Spin-Off" and "Management."
1A.	Risk Factors.	See "Risk Factors."
2.	Financial Information.	See "Summary," "Risk Factors," "Capitalization," "Selected Historical Combined Financial Data," "Unaudited Pro Forma Condensed Combined Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."
3.	Properties.	See "Business."
4.	Security Ownership of Certain Beneficial Owners and Management.	See "Security Ownership of Certain Beneficial Owners and Management."
5.	Directors and Executive Officers.	See "Management."
6.	Executive Compensation.	See "Management" and "Executive Compensation."
7.	Certain Relationships and Related Transactions, and Director Independence.	See "Summary," "Risk Factors," "Management," "Certain Relationships and Related Transactions" and "Relationship with Marathon Oil After the Spin-Off."
8.	Legal Proceedings.	See "Business—Legal Proceedings."
9.	Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters.	See "Summary," "Risk Factors," "The Spin-Off," "Dividend Policy" and "Description of Capital Stock."
10.	Recent Sales of Unregistered Securities.	Not Applicable.
11.	Description of Registrant's Securities to be Registered.	See "Description of Capital Stock."
12.	Indemnification of Directors and Officers.	See "Indemnification of Directors and Officers."

Item No.	Item Caption	Location in Information Statement
13.	Financial Statements and Supplementary Data.	See "Summary," "Selected Historical Combined Financial Data," "Unaudited Pro Forma Condensed Combined Financial Data" and "Index to Combined Financial Statements."
14.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.	Not Applicable.

15. Financial Statements and Exhibits.

(a) Financial Statements : The following financial statements are included in the information statement and filed as part of this Registration Statement:

Report of Independent Registered Public Accounting Firm

Combined Statements of Income for the years ended December 31, 2010, 2009 and 2008

Combined Balance Sheets as of December 31, 2010 and 2009

Combined Statements of Cash Flows for the years ended December 31, 2010, 2009 and 2008

Combined Statements of Net Investment for the years ended December 31, 2010, 2009 and 2008

Notes to Combined Financial Statements

Supplemental Statistics (unaudited)

(b) Exhibits . The following documents are filed as exhibits hereto:

Exhibit Number	Exhibit Description
2.1	Form of Separation and Distribution Agreement
3.1	Form of Restated Certificate of Incorporation of the Registrant
3.2	Form of Amended and Restated By-laws of the Registrant
4.1*	Indenture dated as of February 1, 2011 between Marathon Petroleum Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee
4.2*	Form of the terms of the 3½% Senior Notes due 2016, 5 1/8 % Senior Notes due 2021 and 6½% Senior Notes due 2041 of Marathon Petroleum Corporation
4.3*	Form of 3½% Senior Notes due 2016, 5 1/8 % Senior Notes due 2021 and 6½% Senior Notes due 2041 of Marathon Petroleum Corporation (included in Exhibit 4.2 above)
4.4*	Registration Rights Agreement among Marathon Petroleum Corporation, Marathon Oil Corporation and Morgan Stanley & Co. Incorporated and J.P. Morgan Securities LLC
4.5*	Credit Agreement dated as of March 11, 2011 among Marathon Petroleum Corporation, the lenders party thereto, JPMorgan Chase Bank, National Association, as Administrative Agent, J.P. Morgan Securities LLC and Morgan Stanley Senior Funding, Inc., as Joint Lead Arrangers and Joint Bookrunners, Morgan Stanley Senior Funding, Inc., as Syndication Agent, and Bank of America, N.A., Citigroup Global Markets Inc. and The Royal Bank of Scotland plc, as Co-Documentation Agents
10.1	Form of Tax Sharing Agreement
10.2	Form of Employee Matters Agreement
10.3	Form of Transition Services Agreement
10.4	Form of Marathon Petroleum Corporation 2011 Incentive Compensation Plan
21.1	List of Subsidiaries
99.1*	Information Statement, Subject to Completion, dated March 29, 2011

* Previously filed.

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: April 29, 2011

MARATHON PETROLEUM CORPORATION

By: /s/ Gary R. Heminger
Gary R. Heminger
President

EXHIBIT INDEX

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Exhibit 2.1

SEPARATION AND DISTRIBUTION AGREEMENT

Dated as of [_____], 2011

Among

MARATHON OIL CORPORATION,

MARATHON OIL COMPANY

and

MARATHON PETROLEUM CORPORATION

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SCHEDULES

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SEPARATION AND DISTRIBUTION AGREEMENT

THIS SEPARATION AND DISTRIBUTION AGREEMENT is made as of [_____], 2011 among Marathon Oil Corporation, a Delaware corporation ("Marathon Oil"), Marathon Oil Company, an Ohio corporation and a direct, wholly owned subsidiary of Marathon Oil ("MOC"), and Marathon Petroleum Corporation, a Delaware corporation ("Marathon Petroleum"), and, as of the date hereof, a direct, wholly owned subsidiary of MOC.

WHEREAS, Marathon Oil, through the Marathon Petroleum Subsidiaries (as defined herein), is engaged in the business of petroleum refining, marketing and transportation (the "Transferred Business");

WHEREAS, the Board of Directors of Marathon Oil has determined that it would be advisable and in the best interests of Marathon Oil and its stockholders for Marathon Oil to separate into two publicly traded companies: (i) Marathon Oil, which will continue to conduct, directly and through its subsidiaries, the businesses of crude oil and natural gas exploration and production, integrated natural gas and oils sands mining, and (ii) Marathon Petroleum, which will continue to conduct, directly and through its subsidiaries, the Transferred Business;

WHEREAS, to effectuate the Contribution and the Distribution (each as defined herein), Marathon Oil intends: (i) to cause (x) MOC to contribute to Marathon Petroleum its interest in the Transferred Assets and its partnership interest in MPC LP (each as defined herein); (y) Marathon Petroleum to assume certain liabilities; and (z) MOC to distribute to Marathon Oil all of the outstanding shares of common stock, par value $0.01 per share, of Marathon Petroleum ("Marathon Petroleum Common Stock") then owned by MOC (the "Internal Distribution"); and (ii) to contribute to Marathon Petroleum MOC's interest in the Transferred Assets and its partnership interest in MPC LP and any receivables due from a Marathon Petroleum Party to a Marathon Oil Party;

WHEREAS, the Board of Directors of Marathon Oil has determined that, following the MOC Contribution (as defined herein), the Internal Distribution and the Contribution, it would be advisable and in the best interests of Marathon Oil and its stockholders for Marathon Oil to distribute on a pro rata basis to the holders of outstanding shares of common stock, par value $1.00 per share, of Marathon Oil ("Marathon Oil Common Stock") all of the outstanding shares of Marathon Petroleum Common Stock owned by Marathon Oil as of the Distribution Date (as defined herein);

WHEREAS, for U.S. federal income tax purposes, it is intended that each of (i) the MOC Contribution and the Internal Distribution and (ii) the Contribution and the Distribution qualify as a tax-free transaction under Sections 355 and 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, it is appropriate and desirable to set forth the principal transactions required to effect the Contribution and Distribution and certain other agreements that will govern the relationship of Marathon Oil and Marathon Petroleum following the Distribution.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1 *Definitions* . As used in this Agreement, the following terms shall have the meanings set forth in this Section 1.1 :

"Action" means any action, claim, counterclaim, demand, suit, countersuit, arbitration, mediation, alternative dispute resolution, litigation, inquiry, subpoena, discovery request, proceeding or investigation by or before any court, arbitration panel or entity, grand jury or Governmental Authority.

"Affiliate" means, with respect to any specified Person, any other Person that directly or indirectly Controls, is Controlled by or is under common Control with the specified Person; *provided* , *however* , that, for purposes of this Agreement, no Marathon Oil Party or any director or officer thereof shall be deemed to be an Affiliate of any Marathon Petroleum Party and vice versa. After the Distribution, Marathon Oil and Marathon Petroleum shall not be deemed to be under common Control for purposes hereof due solely to the fact that Marathon Oil and Marathon Petroleum have common stockholders.

"Agent" means Computershare Trust Company, N.A., the distribution agent appointed by Marathon Oil to distribute shares of Marathon Petroleum Common Stock pursuant to the Distribution.

"Agreement" means this Separation and Distribution Agreement, as the same may be amended from time to time.

"Applicable Deadline" has the meaning set forth in Section 12.3(b) .

"Arbitration Act" means the United States Arbitration Act, 9 U.S.C. §§ 1 et seq .

"Arbitration Demand Date" has the meaning set forth in Section 12.3(a) .

"Arbitration Demand Notice" has the meaning set forth in Section 12.3(a) .

"Assumed Actions" means those Actions in which any Marathon Oil Party or any Subsidiary of a Marathon Oil Party is a defendant or the Party against whom the claim or investigation is directed and which primarily relate to the Marathon Petroleum Business, including those Actions listed on Schedule 1.1(A) .

"Business" means the Marathon Oil Business, with respect to a Marathon Oil Party, and the Marathon Petroleum Business, with respect to a Marathon Petroleum Party.

"Claims Administration" means the processing of claims made under Marathon Oil Policies, including the reporting of claims to the applicable insurance carrier, management and defense of claims, and providing for appropriate releases upon settlement of claims.

"Claims-Made Policies" has the meaning set forth in Section 9.5(b) .

"Code" has the meaning set forth in the recitals to this Agreement.

"Commercial Agreements" means the agreements, identified on Schedule 1.1(B) , entered into on or before the Distribution Date regarding the ongoing business and service relationships between the Marathon Oil Parties and the Marathon Petroleum Parties.

"Confidential Information" means any of the following:

(a) any proprietary information that is competitively sensitive material or otherwise of value to Marathon Oil, Marathon Petroleum and its or their Subsidiaries and not generally known to the public, including product planning information, marketing strategies, financial information, information regarding operations, consumer and/or customer relationships, consumer and/or customer profiles, sales estimates, business plans, and internal performance results relating to the past, present or future business activities of Marathon Oil, Marathon Petroleum and its and their Subsidiaries and the consumers, customers, clients and suppliers of any of the foregoing;

(b) any proprietary scientific or technical information, design, invention, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords Marathon Oil, Marathon Petroleum and its and their Subsidiaries a competitive advantage over their competitors; and

(c) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, information, and trade secrets.

Confidential Information includes such information as may be contained in or embodied by documents, substances, engineering and laboratory notebooks, documentation, reports, data, specifications, computer source code and object code, flow charts, databases, drawings, pilot plants or demonstration or operating facilities, diagrams, specifications, bills of material, equipment, prototypes and models, and any other tangible manifestation (including data in computer or other digital format) of the foregoing.

"Contract" means any written, oral, implied or other agreement, assurance, undertaking, contract, commitment, lease, license, permit, franchise, concession, deed of trust, contract, note, bond, mortgage, guaranty, indenture, indemnity, representation, warranty, legally binding arrangement or other instrument or obligation.

"Contribution" has the meaning set forth in Section 3.3(a) .

"Control" means the power to direct the management of an entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlled by" and "under common Control" have meanings correlative to the foregoing.

"Conveyancing Instruments" has the meaning set forth in Section 5.1 .

"Designated Marathon Information" has the meaning set forth in Section 11.3(d) .

"Distribution" has the meaning set forth in Section 4.5(a) .

"Distribution Date" means the date on which the Distribution shall be effected, such date to be determined by, or under the authority of, the Board of Directors of Marathon Oil in its sole and absolute discretion.

"Distribution Ratio" has the meaning set forth in Section 4.5(a) .

"Effective Time" means the time at which the Distribution is effective on the Distribution Date.

"Employee Contract" means any written Contract between a Party and a current or former employee of any Party.

"Employee Matters Agreement" means the Employee Matters Agreement, dated as of the date hereof, between Marathon Oil and Marathon Petroleum, the form of which is attached hereto as Exhibit A .

"Escalation Notice" has the meaning set forth in Section 12.2(a) .

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended.

"Expenses" means any and all expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against hereunder (including court filing fees, court costs, arbitration, mediation or alternative dispute resolution fees or costs, witness fees, and reasonable fees and disbursements of outside legal counsel, investigators, expert witnesses, consultants, accountants and other third-party professionals).

"FIFO Basis" means, with respect to the payment of Unrelated Claims pursuant to the same Shared Policy, the payment in full of each successful claim (regardless of whether a Marathon Oil Insured Party or a Marathon Petroleum Insured Party is the claimant) in the order in which such successful claim is approved by the insurance carrier, until the limit of the applicable Shared Policy is met.

"Foreign Exchange Rate" means, with respect to any currency other than United States dollars, as of any date of determination, the rate set forth in the exchange rate section of *The Wall Street Journal* or, if not published in *The Wall Street Journal* , then the average of the opening bid and asked rates on such date at which such currency may be exchanged for United States

dollars as quoted by JPMorgan Chase Bank, National Association (or any successor thereto or other major money center commercial bank agreed to by the Parties hereto).

"Form 10 Registration Statement" has the meaning set forth in Section 2.1(a) .

"Former Business" means any corporation, partnership, entity, division, business unit or business within the definition of Rule 11-01(d) of Regulation S-X promulgated by the SEC (in each case including any assets and liabilities comprising the same) that has been sold, conveyed, assigned, transferred or otherwise disposed of or divested (in whole or in part) or the operations, activities or production of which has been discontinued, abandoned, completed or otherwise terminated (in whole or in part), in each case prior to the Distribution Date.

"Governmental Approvals and Consents" means any notices, reports or other filings to be made with or to, or any consents, registrations, approvals, permits, waivers, clearances or authorizations to be obtained from, any Governmental Authority.

"Governmental Authority" means any foreign, U.S. federal, state, local or other government, governmental, statutory or administrative authority, regulatory body or commission or any court, tribunal or judicial, arbitral or mediation body.

"Indemnified Party" has the meaning set forth in Section 11.5(a) .

"Indemnifying Party" has the meaning set forth in Section 11.5(a) .

"Indemnity Payment" has the meaning set forth in Section 11.5(a) .

"Information" has the meaning set forth in Section 13.1(a) .

"Information Statement" has the meaning set forth in Section 2.1(a).

"Insured Party" means a Marathon Oil Insured Party or a Marathon Petroleum Insured Party.

"Intercompany Agreements" means any Contract, other than this Agreement and the Operating Agreements, between one or more of the Marathon Oil Parties, on the one hand, and one or more of the Marathon Petroleum Parties, on the other hand, entered into prior to the Distribution.

"Internal Distribution" has the meaning set forth in the recitals to this Agreement.

"IRS" means the U.S. Internal Revenue Service.

"Joint Defense Agreement" means the Common Interest and Joint Defense Agreement, dated as of the date hereof, between Marathon Oil and Marathon Petroleum, in the form previously agreed between the applicable Marathon Oil Parties and Marathon Petroleum Parties.

"Liabilities" means any and all debts, liabilities, Losses and obligations, absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or

unknown, whenever arising, including all costs and expenses relating thereto, and including those debts, liabilities, Losses and obligations arising under any law, rule, regulation, Action, threatened Action, order or consent decree of any Governmental Authority or any award of any arbitrator of any kind, and those arising under any Contract.

"Losses" means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, taxes, fines, penalties, damages, fees, expenses, deficiencies, claims or other charges (including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder).

"Marathon Oil" has the meaning set forth in the preamble to this Agreement.

"Marathon Oil Business" means (a) all businesses and operations of the Marathon Oil Parties, other than the Marathon Petroleum Business, and (b) the Marathon Oil Former Businesses.

"Marathon Oil Common Stock" has the meaning set forth in the recitals to this Agreement.

"Marathon Oil Financial Instruments" means all credit facilities, guaranties, foreign-currency forward-exchange contracts, futures, forwards, swaps, options, collars, surety bonds, letters of credit and similar instruments primarily related to the Marathon Oil Business under which any Marathon Petroleum Party has any primary, secondary, contingent, joint, several or other Liability, including those set forth on Schedule 1.1(C) .

"Marathon Oil Former Businesses" means the Former Businesses owned by, in whole or in part, or operated by, in whole or in part, any of Marathon Oil or its current or former Subsidiaries or other Affiliates (including Marathon Petroleum and its current and former Subsidiaries or other Affiliates), other than the Marathon Petroleum Former Businesses.

"Marathon Oil Indemnified Parties" has the meaning set forth in Section 11.2 .

"Marathon Oil Insured Party" means any Marathon Oil Party that is a named insured, additional named insured or insured under any Shared Policy or policy issued by OIL.

"Marathon Oil Liabilities" means all Liabilities of Marathon Oil and its Subsidiaries, as of the Distribution Date, other than the Marathon Petroleum Liabilities. For the avoidance of doubt: (A) the designation in this Agreement of any Liability as a Marathon Oil Liability shall be binding on the Marathon Oil Parties, notwithstanding that such Liability may arise out of, directly or indirectly, the negligence, strict liability or other legal fault of any one or more members of the Marathon Petroleum Parties; and (B) except as expressly set forth in this Agreement or an Operating Agreement, the designation in this Agreement of Liabilities as Marathon Petroleum Liabilities or Marathon Oil Liabilities is only for purposes of allocating responsibility for such Liabilities as between the Parties and their respective Subsidiaries and shall not affect any obligations to, or give rise to any rights of, any third parties.

"Marathon Oil Marks" means the name Marathon Oil, or any variations thereof, and any other trademarks, service marks, trade names, logos or identifiers owned by, or licensed by a Third Party to, any Marathon Oil Party, in each case as of the Effective Time.

"Marathon Oil Parties" means Marathon Oil and its Subsidiaries (including those formed or acquired after the date hereof), other than the Marathon Petroleum Parties.

"Marathon Oil Policies" has the meaning set forth in Section 9.2(a) .

"Marathon Petroleum" has the meaning set forth in the preamble to this Agreement.

"Marathon Petroleum Amended and Restated Bylaws" means the Amended and Restated Bylaws of Marathon Petroleum, the form of which is attached hereto as Exhibit B .

"Marathon Petroleum Balance Sheet" means the unaudited combined balance sheet of Marathon Petroleum as of March 31, 2011 included in the Information Statement.

"Marathon Petroleum Business" means (a) all businesses and operations of the Marathon Petroleum Parties, (b) the Transferred Business and (c) the Marathon Petroleum Former Businesses.

"Marathon Petroleum Common Stock" has the meaning set forth in the recitals to this Agreement.

"Marathon Petroleum Credit Facilities" means (i) the agreement dated as of March 11, 2011 among Marathon Petroleum, the lenders party thereto, JPMorgan Chase Bank, National Association, as Administrative Agent, J.P. Morgan Securities LLC and Morgan Stanley Senior Funding, Inc., as Joint Lead Arrangers and Joint Bookrunners, Morgan Stanley Senior Funding, Inc., as Syndication Agent, and Bank of America, N.A., Citigroup Global Markets Inc. and The Royal Bank of Scotland Plc, as Co-Documentation Agents, providing for a $2 billion credit facility, and (ii) a $[_____] billion **[receivables facility to be entered into by Marathon Petroleum prior to the Effective Time]** .

"Marathon Petroleum Financial Instruments" means all credit facilities (including the Marathon Petroleum Credit Facilities), indentures, notes (including the notes referred to in the Notes Offering Memorandum), guaranties, foreign-currency forward-exchange contracts, futures, forwards, swaps, options, collars, surety bonds, letters of credit and similar instruments primarily related to the Marathon Petroleum Business under which any Marathon Oil Party has any primary, secondary, contingent, joint, several or other Liability, including those set forth on Schedule 1.1(D) .

"Marathon Petroleum Former Businesses" means all of the following U.S. domestic or foreign Former Businesses previously owned by, in whole or in part, or operated by, in whole or in part, Marathon Oil or any of its current or former Subsidiaries or other Affiliates (including Marathon Petroleum and its current or former Subsidiaries or other Affiliates): crude oil refineries and related facilities, other assets or operations; refined products or asphalt terminals and related facilities, other assets or operations; gasoline stations, service stations and convenience stores; onshore crude oil or refined products pipelines, other than oilfield gathering

lines; ocean-going oil tankers; maleic anhydride production, marketing and transportation systems and related facilities, other assets or operations; Emro Propane Company and related marketing or transportation facilities, other assets or operations; Scurlock Permian LLC and related marketing or transportation facilities, other assets or operations; Valvoline ® instant oil change facilities; Pilot Travel Centers LLC; all of the Rock Island Refining Corporation, Plymouth Oil Company and Republic Oil Company assets and operations, other than any such assets or operations encompassing oil or gas exploration and production or offshore pipeline assets or operations; real estate development, assets or operations including the Hilton Head Island, SC, Novi, MI, Marco Island, FL, Carriage Creek Inc., Burr Ridge, IL and similar development projects; and any other businesses or operations that, if owned or operated as of the Distribution Date, would be properly included in Marathon Oil's refining, marketing and transportation reporting segment, in accordance with accounting principles generally accepted in the United States as of the Distribution Date.

"Marathon Petroleum Indemnified Parties" has the meaning set forth in Section 11.3 .

"Marathon Petroleum Insured Party" means any Marathon Petroleum Party that is a named insured, additional named insured or insured under any Shared Policy or policy issued by OIL.

"Marathon Petroleum Liabilities" means: (a) all Liabilities of the Marathon Petroleum Parties and their respective Affiliates; (b) all Liabilities of Marathon Oil and its current or former Subsidiaries or other Affiliates (including Marathon Petroleum and its current or former Subsidiaries or other Affiliates) to the extent based upon, arising out of or relating to the Marathon Petroleum Business (including, for the avoidance of doubt, all Liabilities arising out of, resulting from or relating to the prior acquisition, ownership, operation or disposition of any of the Marathon Petroleum Former Businesses) or the Transferred Assets; (c) all Liabilities to the extent based upon or arising under the Asset Transfer and Contribution Agreement among MOC, Ashland Inc. and Marathon Ashland Petroleum Company LLC dated as of December 12, 1997, as amended, or any of the Transaction Documents referred to therein, or the related Memorandum of Understanding dated as of January 31, 2011 among Ashland Inc., MOC and MPC LP; (d) all Liabilities to the extent based upon or arising under the Master Agreement among Ashland Inc., ATB Holdings Inc., EXM LLC, Marathon Oil, MOC, Marathon Domestic LLC and Marathon Ashland Petroleum LLC dated as of March 18, 2004, as amended, or any of the Transaction Agreements referred to therein; (e) all Liabilities to the extent based upon or arising out of the Marathon Petroleum Financial Instruments; (f) all Liabilities set forth or referred to on Schedule 1.1(E) ; (g) all Liabilities reflected on the Marathon Petroleum Balance Sheet or in the notes thereto and all other Liabilities that are of a nature or type that would have resulted in such Liabilities being included as Liabilities on a consolidated balance sheet of Marathon Petroleum, or in the notes thereto, as of the Effective Time (were such balance sheet and notes to be prepared) on a basis consistent with the determination of the nature and type of Liabilities included on the Marathon Petroleum Balance Sheet; it being understood that to the extent the amount of any Liability included on the Marathon Petroleum Balance Sheet or the notes thereto was an estimate thereof, the actual amount of such Liability (rather than the estimated amount) shall be deemed to be a Marathon Petroleum Liability for purposes of this clause (g); (h) all Liabilities arising out of, resulting from or relating to any of the matters described under the captions "Business – Legal Proceedings" and "Business – Environmental

Matters" in the Information Statement; and (i) all Liabilities delegated or allocated to, or assumed by, Marathon Petroleum or any of the other Marathon Petroleum Parties under this Agreement or any of the Operating Agreements; *provided* , *however* , that notwithstanding the foregoing provisions of this clause (i) or any of the other preceding clauses of this sentence, "Marathon Petroleum Liabilities" shall exclude all Liabilities delegated or allocated to, or assumed by, Marathon Oil or any of the other Marathon Oil Parties under this Agreement or any of the Operating Agreements. For the avoidance of doubt: (A) Liabilities described in clause (b) of the immediately preceding sentence shall not be excluded from the definition of Marathon Petroleum Liabilities simply because such Liabilities are based upon or arise out of operations or assets no longer owned by Marathon Petroleum or any of the other Marathon Petroleum Parties as of the Distribution Time (e.g., previously sold, disposed or lost operations or assets); (B) the designation in this Agreement of any Liability as a Marathon Petroleum Liability shall be binding on the Marathon Petroleum Parties, notwithstanding that such Liability may arise out of, directly or indirectly, the negligence, strict liability or other legal fault of any one or more of the Marathon Oil Parties; and (C) except as expressly set forth in this Agreement or an Operating Agreement, the designation in this Agreement of Liabilities as Marathon Petroleum Liabilities or Marathon Oil Liabilities is only for purposes of allocating responsibility for such Liabilities as between the Parties and their respective Subsidiaries and shall not affect any obligations to, or give rise to any rights of, any third parties.

"Marathon Petroleum Marks" means the name Marathon Petroleum, or any variations thereof, and any other trademarks, service marks, trade names, logos or identifiers owned by, or licensed by a Third Party to, any Marathon Petroleum Party, in each case as of the Effective Time.

"Marathon Petroleum Parties" means Marathon Petroleum, the Marathon Petroleum Subsidiaries and any other Subsidiary of Marathon Petroleum (including those formed or acquired after the date hereof).

"Marathon Petroleum Policies" has the meaning set forth in Section 9.2(b) .

"Marathon Petroleum Restated Certificate of Incorporation" means the Restated Certificate of Incorporation of Marathon Petroleum, the form of which is attached hereto as Exhibit C .

"Marathon Petroleum Share" means a share of Marathon Petroleum Common Stock.

"Marathon Petroleum Subsidiaries" means, collectively, MPC Investment LLC, Speedway LLC, Marathon Pipe Line LLC, MPC LP and each Subsidiary of any of the foregoing.

"Mark" means a Marathon Oil Mark or a Marathon Petroleum Mark.

"MOC" has the meaning set forth in the preamble to this Agreement.

"MOC Contribution" has the meaning set forth in Section 3.2(c) .

"MPC LP" means Marathon Petroleum Company LP, a Delaware limited partnership and an indirect, wholly owned subsidiary of Marathon Oil.

"Net Intercompany Debt" means the aggregate amount of debt owed by the Marathon Petroleum Parties to PFD and any of the other Marathon Oil Parties, net of the aggregate amount of debt owed by the Marathon Oil Parties to the Marathon Petroleum Parties.

"Notes Offering Memorandum" means each of the preliminary offering memorandum, subject to completion, dated January 27, 2011, and the final offering memorandum, dated January 27, 2011, with respect to the offering and sale of $3 billion aggregate principal amount of senior notes of Marathon Petroleum, in each case together with the information incorporated by reference therein.

"NYSE" means the New York Stock Exchange, Inc.

"Occurrence-Based Policies" has the meaning set forth in Section 9.5(b) .

"OIL" means Oil Insurance Limited, a mutual insurance company.

"OIL MOU" means the Memorandum of Understanding Regarding the Administration of Claims under OIL Insurance Policies, dated as of the date hereof, among Marathon Oil, Marathon Petroleum and OIL, in the form previously agreed between Marathon Oil and Marathon Petroleum.

"Operating Agreements" means the Transaction Agreements and the Commercial Agreements.

"Operating and Services Agreement SCRUB Technology" means the Operating and Services Agreement SCRUB Technology, dated as of the date hereof, between Marathon Oil Sands (U.S.A.) Inc. and Catlettsburg Refining, LLC, in the form previously agreed between such parties.

"Out-of-Pocket Expenses" means expenses involving a payment to a Third Party (other than an employee of the Party making the payment).

"Party" means a Marathon Oil Party or a Marathon Petroleum Party, as applicable.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, entity, association, joint-stock company, trust, unincorporated organization or Governmental Authority.

"PFD" means MOC Portfolio Delaware, Inc., a Delaware corporation and a Subsidiary of Marathon Oil.

"Pipeline Operating Agreements" means the Pipeline Operating Agreements, each dated as of the date hereof, between Marathon Pipe Line LLC and each of Red Butte Pipe Line Company LLC, Marathon Offshore Pipeline LLC and Marathon Oil Company, each in the form previously agreed between the applicable Marathon Oil Parties and Marathon Petroleum Parties.

"Prime Rate" means the rate that JPMorgan Chase Bank, National Association (or any successor thereto or other major money center commercial bank agreed to by the Parties hereto) announces from time to time as its prime lending rate, as in effect from time to time.

"Privilege" has the meaning set forth in Section 13.9(a) .

"Privileged Information" has the meaning set forth in Section 13.9(a) .

"Protected Party" has the meaning set forth in Section 7.6(b) .

"Record Date" means the close of business on the date determined by the Board of Directors of Marathon Oil as the record date for the Distribution.

"Related Claims" means a claim or claims against a Shared Policy made by one or more Marathon Petroleum Insured Parties, on the one hand, and one or more Marathon Oil Insured Parties, on the other hand, filed in connection with Losses suffered by either a Marathon Petroleum Insured Party or a Marathon Oil Insured Party, as the case may be, arising out of the same underlying transaction or series of transactions or event or series of events that have also given rise to Losses suffered by a Marathon Oil Insured Party or a Marathon Petroleum Insured Party, as the case may be, which Losses are the subject of a claim or claims by such Person against a Shared Policy.

"Representatives" has the meaning set forth in Section 13.8(a) .

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Separation Costs" has the meaning set forth in Section 10.1 .

"Shared Policies" has the meaning set forth in Section 9.5(b) .

"Soliciting Party" has the meaning set forth in Section 7.6(b) .

"Stock Options Registration Statement" means the Registration Statement on Form S-8 or such other form or forms as may be appropriate, as amended and supplemented, including all documents incorporated by reference therein, to effect the registration under the Securities Act of Marathon Petroleum Shares subject to certain stock options granted to current and former officers, employees, directors and consultants of the Marathon Oil Parties pursuant to the Employee Matters Agreement.

"Subsidiary" means, when used with reference to any Person, any corporation or other entity or organization, whether incorporated or unincorporated, of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other entity or organization is directly or indirectly owned by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries; *provided*, *however* , that no Person that is not directly or indirectly wholly owned by any other Person shall be a Subsidiary of such other Person unless such other Person directly or indirectly Controls, or has the right, power or ability to Control, that Person. After the Distribution, Marathon Oil and Marathon Petroleum shall not be deemed to be under common Control for

purposes hereof due solely to the fact that Marathon Oil and Marathon Petroleum have common stockholders.

"Tax Sharing Agreement" means the Tax Sharing Agreement, dated the date hereof, between Marathon Oil, Marathon Petroleum and MPC Investment LLC, the form of which is attached hereto as Exhibit D .

"Third Party" means a Person that is not a Party or a Subsidiary of a Party.

"Third-Party Claim" has the meaning set forth in Section 11.6(a) .

"Third-Party Consents" means any material consent, approval, waiver or authorization to be obtained from any Person that is not a Governmental Authority.

"Toxic Tort Claim" means an Action alleging an illness or medical condition arising out of exposure to asbestos, benzene, benzene-containing products, or any other hydrocarbon other than crude oil or natural gas.

"Transaction Agreement" means each of the Employee Matters Agreement, the Joint Defense Agreement, the Pipeline Operating Agreements, the Operating and Services Agreement SCRUB Technology, the Tax Sharing Agreement, the Transition Services Agreement, the OIL MOU and the Conveyancing Instruments.

"Transferred Assets" means, collectively, the assets set forth on Schedule 1.1(F) .

"Transferred Business" has the meaning set forth in the recitals to this Agreement.

"Transition Services Agreement" means the Transition Services Agreement, dated as of the date hereof, between Marathon Oil and Marathon Petroleum, the form of which is attached hereto as Exhibit E .

"Unaided Knowledge" has the meaning set forth in Section 13.8(e) .

"Unrelated Claims" means a claim or claims against a Shared Policy that is not a Related Claim.

SECTION 1.2 *Interpretation* . In this Agreement, unless the context clearly indicates otherwise:

(a) words used in the singular include the plural and words used in the plural include the singular;

(b) references to any Person include such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and a reference to such Person's "Affiliates" or "Subsidiaries" shall be deemed to mean such Person's Affiliates or Subsidiaries, as applicable, following the Distribution;

(c) any reference to any gender includes the other gender and the neuter;

(d) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”;

(e) the words “shall” and “will” are used interchangeably and have the same meaning;

(f) the word “or” shall have the inclusive meaning represented by the phrase “and/or”;

(g) any reference to any Article, Section, Exhibit or Schedule means such Article or Section of, or such Exhibit or Schedule to, this Agreement, as the case may be, and references in any Section or definition to any clause means such clause of such Section or definition;

(h) the words “herein,” “hereunder,” “hereof,” “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision of this Agreement;

(i) any reference to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement;

(j) any reference to any law (including statutes and ordinances) means such law (including all rules and regulations promulgated thereunder) as amended, modified, codified or reenacted, in whole or in part, and in effect at the time of determining compliance or applicability;

(k) relative to the determination of any period of time, “from” means “from and including,” “to” means “to but excluding” and “through” means “through and including”;

(l) accounting terms used herein shall have the meanings historically ascribed to them by Marathon Oil and its Subsidiaries, including Marathon Petroleum and its Subsidiaries, in its and their internal accounting and financial policies and procedures in effect as of the date of this Agreement;

(m) if there is any conflict between the provisions of the body of this Agreement and the Schedules hereto, the provisions of the body of this Agreement shall control unless explicitly stated otherwise in such Schedule;

(n) if there is any conflict between the provisions of this Agreement and a Transaction Agreement, the provisions of such Transaction Agreement shall control (but only with respect to that Transaction Agreement) unless explicitly stated otherwise therein;

(o) the titles to Articles and headings of Sections contained in this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Agreement;

(p) any portion of this Agreement obligating a Party to take any action or refrain from taking any action, as the case may be, shall mean that such Party shall also be obligated to cause its relevant Subsidiaries to take such action or refrain from taking such action, as the case may be;

(q) unless otherwise specified in this Agreement, all references to dollar amounts herein shall be in respect of lawful currency of the United States; and

(r) the language of this Agreement shall be deemed to be the language the Parties hereto have chosen to express their mutual intent, and no rule of strict construction shall be applied against any Party.

ARTICLE II
CERTAIN ACTIONS PRIOR TO THE DISTRIBUTION DATE

SECTION 2.1 *SEC and Other Securities Filing* . In order to effect the transactions contemplated by Article III and Article IV , the Marathon Oil Parties and the Marathon Petroleum Parties shall take the following actions prior to the Distribution Date to the extent not taken prior to the date hereof:

(a) Marathon Petroleum shall file with the SEC (i) all amendments or supplements to the registration statement on Form 10 (such registration statement, including all amendments or supplements thereto filed with the SEC prior to the Distribution Date, the "Form 10 Registration Statement") as may be necessary or appropriate to effect the registration of the Marathon Petroleum Common Stock under the Exchange Act and (ii) the Stock Options Registration Statement. The Form 10 Registration Statement includes an information statement to be sent by Marathon Oil to its stockholders in connection with the Distribution (such information statement, as it may be amended or supplemented, the "Information Statement"). Marathon Petroleum and Marathon Oil shall use their respective commercially reasonable efforts to cause the Form 10 Registration Statement and the Stock Options Registration Statement to become effective as soon as reasonably practicable. Promptly after the Form 10 Registration Statement becomes effective and on or promptly after the Record Date, and in any event prior to the Distribution Date, Marathon Oil shall mail the Information Statement to the holders of record of Marathon Oil Common Stock as of the Record Date.

(b) In connection with the Distribution:

(i) the Parties shall use their respective commercially reasonable efforts to take all such action as may be necessary or appropriate under state and foreign securities and "blue sky" laws in connection with the transactions contemplated by this Agreement;

(ii) the Parties shall prepare, and Marathon Petroleum shall file and seek to have approved, an application for the listing of the Marathon Petroleum Common Stock on the NYSE, subject to official notice of issuance;

(iii) Marathon Oil shall give the NYSE notice of the Record Date in compliance with Rule 10b-17 under the Exchange Act; and

(iv) the Parties shall cooperate in preparing, filing with the SEC and causing to become effective any other registration statements or amendments or supplements thereto that are necessary or appropriate in order to effect the transactions contemplated hereby, or to reflect the establishment of, or amendments to, any employee benefit plans contemplated hereby.

SECTION 2.2 *Financial Instruments* .

(a) Marathon Petroleum will use its commercially reasonable efforts to take or cause to be taken all actions, and enter into (or cause the other Marathon Petroleum Parties to enter into) such agreements and arrangements, as shall be necessary to cause, as of the Effective Time, (i) the removal of the Marathon Oil Parties from all Marathon Petroleum Financial Instruments and (ii) the Marathon Oil Parties to be fully and unconditionally released from all Liabilities in respect of the Marathon Petroleum Financial Instruments. It is understood and agreed that all Liabilities in respect of the Marathon Petroleum Financial Instruments are Marathon Petroleum Liabilities and Marathon Petroleum shall indemnify the Marathon Oil Parties from any Liabilities suffered thereby to the extent arising out of, resulting from or relating to the Marathon Petroleum Financial Instruments. Without limiting the foregoing, after the Effective Time, (A) Marathon Petroleum will not, and will not permit any Marathon Petroleum Party to, renew, extend, modify, amend or supplement any Marathon Petroleum Financial Instrument in any manner that would increase, extend or give rise to any Liability of a Marathon Oil Party under such Marathon Petroleum Financial Instrument and (B) with respect to any Marathon Petroleum Financial Instrument for which any Marathon Oil Party was not removed and fully and unconditionally released from all Liabilities in respect of such Marathon Petroleum Financial Instrument prior to the Effective Time, Marathon Petroleum shall continue to use its commercially reasonable efforts to cause such removal and release.

(b) Marathon Oil will use its commercially reasonable efforts to take or cause to be taken all actions, and enter into (or cause the other Marathon Oil Parties to enter into) such agreements and arrangements, as shall be necessary to cause, as of the Effective Time, (i) the removal of the Marathon Petroleum Parties from all Marathon Oil Financial Instruments and (ii) the Marathon Petroleum Parties to be fully and unconditionally released from all Liabilities in respect of the Marathon Oil Financial Instruments. It is understood and agreed that all Liabilities in respect of the Marathon Oil Financial Instruments are Marathon Oil Liabilities and Marathon Oil shall indemnify the Marathon Petroleum Parties from any Liabilities suffered thereby to the extent arising out of, resulting from or relating to the Marathon Oil Financial Instruments. Without limiting the foregoing, after the Effective Time, (A) Marathon Oil will not, and will not permit any Marathon Oil Party to, renew, extend, modify, amend or supplement any Marathon Oil Financial Instrument in any manner that would increase, extend or give rise to any Liability of a Marathon Petroleum Party under such Marathon Oil Financial Instrument and (B) with respect to any Marathon Oil Financial Instrument for which any Marathon Petroleum Party was not removed and fully and unconditionally released from all Liabilities in respect of such Marathon Oil Financial Instrument prior to the Effective Time, Marathon Oil shall continue to use its commercially reasonable efforts to cause such removal and release.

ARTICLE III
BUSINESS SEPARATION

SECTION 3.1 *Ownership of MPC LP* . As of the date of this Agreement, MPC Investment LLC owns a 55% interest in the profits of MPC LP. Immediately prior to the MOC Contribution and the Contribution, the remaining interests in the profits of MPC LP will be owned 31.7% by MOC and 13.3% by Marathon Oil.

SECTION 3.2 *Actions Prior to the Separation* . Upon the terms and subject to the conditions of this Agreement, on the Distribution Date but prior to the Distribution, Marathon Oil and Marathon Petroleum shall take or cause to be taken the following actions in the following order to the extent not taken prior to the date hereof:

(a) Marathon Petroleum Dividend . Marathon Petroleum shall declare and pay a cash dividend to MOC, in any amount to be specified by Marathon Oil.

(b) MOC Asset Sale . MOC shall sell to MPC LP each of the assets set forth on Schedule 3.2 for an amount of cash equal to the amount set forth next to each such asset, which such amount is estimated to be the current fair market value of such asset.

(c) MOC Contribution . MOC shall contribute to Marathon Petroleum all of its right, title and interest in and to the Transferred Assets and its MPC LP partnership interest (including the right to guaranteed payments from MPC LP) (the "MOC Contribution").

(d) Internal Distribution . MOC shall distribute to Marathon Oil all of MOC's right, title and interest in and to the outstanding Marathon Petroleum Shares.

(e) Marathon Petroleum Credit Facilit **[ies]** . Marathon Petroleum shall satisfy all conditions to initial funding under the Marathon Petroleum Credit Facilities with the other parties thereto.

(f) Internal Payments . Immediately prior to the Effective Time: (i) Marathon Oil shall cause PFD to redeem the preferred shares of PFD owned by Marathon Petroleum by paying to Marathon Petroleum cash equal to the full value of such shares as of the Distribution Date; (ii) Marathon Petroleum shall pay (on behalf of the applicable Marathon Petroleum Parties) to Marathon Oil (on behalf of the applicable Marathon Oil Parties) cash equal to the aggregate amount of Net Intercompany Debt then owed by the Marathon Petroleum Parties to the Marathon Oil Parties; and (iii) Marathon Oil shall pay to Marathon Petroleum an amount of cash so that, as of the Effective Time (but after taking into account the payments described above in this Section 3.2), the Marathon Petroleum Parties shall have, in the aggregate, an amount of cash and cash equivalents (determined, for purposes of this Section 3.2 , in accordance with Section 1.2(l)) that Marathon Oil deems appropriate, which amount shall be equal to at least $750 million. The Parties intend that, in connection with the payments described in the first sentence of this Section 3.2(f) , all debts owed by a Marathon Oil Party to a Marathon Petroleum Party, and all debts owed by a Marathon Petroleum Party to a Marathon Oil Party, in each case immediately prior to the Effective Time, shall be satisfied in full by cash payment to

the relevant obligee. Accordingly, immediately prior to the Effective Time, each Marathon Oil Party which is an obligor on any such debt shall pay to Marathon Oil (which shall act as a paying agent for all such obligors), and each Marathon Petroleum Party which is an obligor on any such debt shall pay to Marathon Petroleum (which shall act as a paying agent for all such obligors), the amount of any debt owed to a Marathon Petroleum Party or Marathon Oil Party, respectively. Upon Marathon Oil's receipt of the payments to Marathon Oil contemplated by this Section 3.2(f) , Marathon Oil shall pay in full the respective amounts of such debt owed to each Marathon Oil Party, and, upon Marathon Petroleum's receipt of the payments to Marathon Petroleum contemplated by this Section 3.2(f) , Marathon Petroleum shall pay in full the respective amounts of such debt owed to each Marathon Petroleum Party.

(g) Potential True-up Payment . Within 45 days following the Distribution Date, if the Parties determine that the amount of cash and cash equivalents held by the Marathon Petroleum Parties, collectively, as of the Effective Time (and after taking into account the payments described above in this Section 3.2) was less than $750 million, then Marathon Oil shall pay to Marathon Petroleum a payment equal to the amount such shortfall, provided that none of the Marathon Petroleum Parties shall have taken any action (or failed to take any action) outside the ordinary course of business with a view to or for the purpose or with the effect of reducing the amount of cash and cash equivalents held by the Marathon Petroleum Parties, collectively, as of the Effective Time. Any payment made pursuant to this Section 3.2(g) shall be made, to the extent practicable, by first making reconciling payments (to reflect actual amounts as compared to estimates) with respect to any payments made pursuant to Section 3.2(f) based on estimates as of the Effective Time.

SECTION 3.3 *The Separation* . Upon the terms and subject to the conditions of this Agreement, on or before the Distribution Date and following the consummation of the transactions to be taken pursuant to Section 3.2 , Marathon Oil and Marathon Petroleum shall take the following actions in the following order:

(a) Marathon Petroleum Contribution . Marathon Oil shall contribute to Marathon Petroleum all of Marathon Oil's right, title and interest in and to its MPC LP partnership interest (including the right to guaranteed payments from MPC LP), all of Marathon Oil's right, title and interest in and to the Transferred Assets and any receivables due from a Marathon Petroleum Party to a Marathon Oil Party (the "Contribution").

(b) Recapitalization . In consideration of Marathon Oil completing the Contribution and causing the MOC Contribution to be completed, Marathon Petroleum shall be recapitalized, with Marathon Oil surrendering all of the then issued and outstanding Marathon Petroleum Shares in exchange for a number of uncertificated Marathon Petroleum Shares which shall equal the number of Marathon Petroleum Shares to be distributed by Marathon Oil in the Distribution, which shares shall be fully paid, nonassessable and free of preemptive rights.

(c) Transaction Agreements and Commercial Agreements . To the extent not already executed, the applicable Marathon Oil Parties and the applicable Marathon Petroleum Parties shall execute and deliver to the other the Transaction Agreements and Commercial Agreements to which they are intended to be a Party.

(d) Marathon Petroleum Board . The Board of Directors of Marathon Petroleum shall be reconstituted so that it consists of the persons set forth on Schedule 3.3(D) .

Notwithstanding the foregoing, Marathon Oil may elect in its sole and absolute discretion at any time prior to the Distribution to omit or modify any of the transactions set forth in Section 3.2 and Section 3.3 or to include additional transactions.

SECTION 3.4 *Termination of Existing Intercompany Agreements* . Except as otherwise expressly provided in (i) this Agreement or (ii) the Operating Agreements, or as set forth on Schedule 3.4 , and except for all payables and receivables accrued and unpaid in the ordinary course of business of the Marathon Oil Parties and the Marathon Petroleum Parties pursuant to the Commercial Agreements prior to the Effective Time, all Intercompany Agreements and all other intercompany arrangements and course of dealings, whether or not in writing and whether or not binding, in effect after the Contribution and immediately prior to the Distribution shall be terminated, cancelled and of no further force and effect from and after the Distribution; *provided* that, for the avoidance of doubt, this Section 3.4 shall not terminate or affect this Agreement or any Operating Agreement. If, as a result of mistake or oversight, any Intercompany Agreement, intercompany arrangement and/or course of dealings is terminated and cancelled pursuant to this Section 3.4 , then, at the request of Marathon Oil or Marathon Petroleum, the Parties shall negotiate in good faith after the Distribution to determine whether, notwithstanding such termination and cancellation, such Intercompany Agreement, intercompany arrangement and/or course of dealings should continue following the Effective Time and the terms and conditions upon which the Parties may continue with respect thereto.

ARTICLE IV
THE DISTRIBUTION

SECTION 4.1 *Record Date and Distribution Date* . Upon the terms and subject to the conditions of this Agreement, the Board of Directors of Marathon Oil shall, in its sole and absolute discretion, establish the Record Date and the Distribution Date and any necessary or appropriate procedures in connection with the Distribution. The Board of Directors of Marathon Oil shall have the right to adjust the Distribution Ratio at any time prior to the Distribution.

SECTION 4.2 *Marathon Petroleum Certificate of Incorporation and Bylaws* . Prior to the Contribution, the Marathon Petroleum Board of Directors and Marathon Oil, as sole stockholder of Marathon Petroleum, shall have adopted and approved the Marathon Petroleum Restated Certificate of Incorporation and the Marathon Petroleum Amended and Restated Bylaws, and Marathon Petroleum shall have filed the Marathon Petroleum Restated Certificate of Incorporation with the Secretary of State of the State of Delaware.

SECTION 4.3 *The Agent* . Prior to the Distribution Date, Marathon Oil shall enter into a distribution agent agreement with the Agent.

SECTION 4.4 *Delivery of Marathon Petroleum Shares* . Marathon Oil shall take such steps as are necessary or appropriate to permit the Marathon Petroleum Shares to be distributed in the manner described in this Article IV . In its capacity as Marathon Oil's distribution agent and Marathon Petroleum's transfer agent, the Agent will distribute the Marathon Petroleum Shares in the manner described in this Article IV .

SECTION 4.5 *The Distribution* .

(a) Subject to the satisfaction or waiver of the conditions set forth in Section 8.1 and at the sole and absolute discretion of Marathon Oil, on the Distribution Date Marathon Oil shall effect the Distribution and shall cause the Agent to distribute to each holder of record of shares of Marathon Oil Common Stock as of the Record Date (other than with respect to shares of Marathon Oil Common Stock held in treasury by Marathon Oil) by means of a pro rata dividend of one Marathon Petroleum Share for every two shares of Marathon Oil Common Stock (the "Distribution Ratio") held of record by such holder as of the Record Date (the "Distribution"); *provided, however* , that any fractional Marathon Petroleum Shares shall be treated as provided in Section 4.5(c) .

(b) Upon the terms and subject to the conditions of this Agreement, each holder of record of Marathon Oil Common Stock as of the Record Date, other than in respect of shares of Marathon Oil Common Stock held in treasury by Marathon Oil, will be entitled to receive in the Distribution one share of Marathon Petroleum Common Stock for every two shares of Marathon Oil Common Stock held of record by such record holder as of the Record Date.

(c) Marathon Oil will direct the Agent to determine, as soon as is practicable after the Distribution Date, the number of fractional shares, if any, of Marathon Petroleum Common Stock allocable to each record holder entitled to receive Marathon Petroleum Common Stock in the Distribution and to promptly aggregate all the fractional shares and sell the whole shares obtained thereby on behalf of such record holders, in open market transactions or otherwise, at the then-prevailing trading prices, and to cause to be distributed to each such record holder, in respect of such record holder's fractional share, each record holder's ratable share of the proceeds from such sale, after making appropriate deductions of the amounts required to be withheld for U.S. federal income tax purposes and after deducting an amount equal to all brokerage charges, commissions and transfer taxes attributed to such sale.

(d) Any Marathon Petroleum Common Stock or cash in lieu of fractional shares with respect to Marathon Petroleum Common Stock that remains unclaimed by any record holder 180 days after the Distribution Date will be delivered to Marathon Petroleum. Marathon Petroleum will hold the Marathon Petroleum Common Stock or cash for the account of such record holder, and any record holder will look only to Marathon Petroleum for the Marathon Petroleum Common Stock or cash, if any, in lieu of fractional shares, subject in each case to applicable escheat or other abandoned property laws. Marathon Oil expressly waives any claim to any Marathon Petroleum Common Stock or cash in lieu of fractional shares to be transferred to Marathon Petroleum pursuant to this Section 4.5(d) and, if received, will transfer such Marathon

Petroleum Common Stock and cash in lieu of fractional shares to Marathon Petroleum for the account of the record holders.

SECTION 4.6 *Delivery of Marathon Petroleum Shares* . Each Marathon Petroleum Share distributed in the Distribution shall be validly issued, fully paid and nonassessable and free of preemptive rights. Such Marathon Petroleum Shares shall be distributed as uncertificated shares registered in book-entry form through the direct registration system. No certificates therefor shall be distributed. Marathon Oil shall cause the Agent to deliver an account statement to each holder of Marathon Petroleum Common Stock reflecting such holder's ownership interest in Marathon Petroleum Shares.

SECTION 4.7 *Distribution Is at Marathon Oil's Discretion* . The consummation of the transactions provided for in this Article IV shall only be effected after the Distribution has been declared by the Board of Directors of Marathon Oil and after all of the conditions set forth in Section 8.1 shall have been satisfied or waived by Marathon Oil. Notwithstanding the foregoing, at any time prior to the Distribution, Marathon Oil, in its sole and absolute discretion, may determine not to consummate the Distribution or may change the terms of the Distribution.

SECTION 4.8 *Additional Approvals* . Prior to the Distribution, Marathon Oil shall cooperate with Marathon Petroleum in effecting, and if so requested by Marathon Petroleum, Marathon Oil shall, or prior to the Internal Distribution shall cause MOC to, in either case as the sole stockholder of Marathon Petroleum prior to the Distribution, ratify any actions which are reasonably necessary or desirable to be taken by Marathon Petroleum to effectuate the transactions referenced in or contemplated by this Agreement in a manner consistent with the terms hereof, including the preparation and implementation of appropriate plans, agreements and arrangements for employees of the Marathon Petroleum Business and non-employee members of Marathon Petroleum's Board of Directors.

ARTICLE V
BUSINESS SEPARATION CLOSING MATTERS

SECTION 5.1 *Delivery of Instruments of Conveyance* . In order to effectuate the transactions contemplated by Article II through Article IV , the Parties shall execute and deliver, or cause to be executed and delivered, prior to or as of the Distribution, such deeds, bills of sale, instruments of assumption, instruments of assignment, stock powers, certificates of title and other instruments of assignment, transfer, assumption, license and conveyance (collectively, the "Conveyancing Instruments") as Marathon Oil and Marathon Petroleum shall reasonably deem necessary or appropriate to effect such transactions, including those set forth on Schedule 5.1 .

SECTION 5.2 *Provision of Corporate Records* .

(a) Without limitation of the Parties' rights and obligations pursuant to Article XIII , prior to or as promptly as reasonably practicable after the Distribution, Marathon Oil shall deliver to Marathon Petroleum all corporate books and records of the Marathon Petroleum Parties and, upon request, copies of all corporate books and records of the Marathon Oil Parties to the extent relating to the Marathon Petroleum Business in its possession or control, including

in each case copies of all applicable active agreements, litigation files, insurance policies and government filings.

(b) Without limitation of the Parties' rights and obligations pursuant to Article XIII , prior to or as promptly as reasonably practicable after the Distribution, Marathon Petroleum shall deliver to Marathon Oil all corporate books and records of the Marathon Oil Parties and, upon request, copies of all corporate books and records of the Marathon Petroleum Parties to the extent relating to the Marathon Oil Business in its possession or control, including in each case copies of all applicable active agreements, litigation files, insurance policies and government filings.

ARTICLE VI
NO REPRESENTATIONS AND WARRANTIES

SECTION 6.1 *No Marathon Oil Representations or Warranties* . Except as expressly set forth herein or in any Operating Agreement, none of the Marathon Oil Parties makes any representation or warranty of any kind whatsoever, express or implied, to any of the Marathon Petroleum Parties in any way with respect to any of the transactions contemplated hereby or any other matter, including as to (a) the value, condition, prospects or freedom from encumbrance of, or any other matter concerning, any of the Marathon Petroleum Subsidiaries (including their respective assets), the Transferred Assets or the Marathon Petroleum Business, (b) the legal sufficiency to convey title to any of the partnership interests in MPC LP or Transferred Assets on the execution, delivery and/or filing of the Conveyancing Instruments or (c) the amount or nature of, or any other matter concerning, the Liabilities of the Marathon Petroleum Parties. NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY IN ANY OTHER PROVISION OF THIS AGREEMENT AND TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IT IS THE EXPLICIT INTENT OF EACH PARTY THAT MARATHON PETROLEUM TAKES THE MARATHON PETROLEUM BUSINESS AND ALL SUCH MARATHON PETROLEUM SUBSIDIARIES (AND THEIR RESPECTIVE ASSETS) AND TRANSFERRED ASSETS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" AND THAT, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MARATHON OIL HEREBY (I) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (A) THE CONDITION OR SUFFICIENCY THEREOF (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MARKETABILITY, TITLE, VALUE, FREEDOM FROM ENCUMBRANCE OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS IN OR ON, OR DISPOSED OR DISCHARGED FROM, SUCH ASSETS) OR (B) ANY INFRINGEMENT BY MARATHON OIL OR ANY OF ITS SUBSIDIARIES OR OTHER AFFILIATES OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY; AND (II) NEGATES ANY RIGHTS OF MARATHON PETROLEUM UNDER STATUTES TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY MARATHON PETROLEUM FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF THE PARTIES HERETO THAT THE MARATHON PETROLEUM BUSINESS AND ALL SUCH MARATHON PETROLEUM SUBSIDIARIES (AND THEIR

RESPECTIVE ASSETS) AND TRANSFERRED ASSETS ARE TO BE ACCEPTED BY MARATHON PETROLEUM IN THEIR PRESENT CONDITION. The Marathon Petroleum Parties shall bear the economic and legal risks that any conveyances of such assets shall prove to be insufficient or that the Marathon Petroleum Parties' title to any such assets shall be other than good and marketable and free of encumbrances. Except as expressly set forth in this Agreement or in any Operating Agreement, none of the Marathon Oil Parties represents or warrants that the obtaining of the consents or approvals, the execution and delivery of any amendatory agreements and the making of the filings and applications contemplated by this Agreement shall satisfy the provisions of all applicable agreements or the requirements of all applicable laws or judgments and, subject to Section 6.2 , the Marathon Petroleum Parties shall bear the economic and legal risk that any necessary consents or approvals are not obtained or that any requirements of law or judgments are not complied with respect to the Contribution or the MOC Contribution. Notwithstanding the foregoing, Marathon Oil shall, or shall cause the other applicable Marathon Oil Parties to, use commercially reasonable efforts to cure any material defects in the applicable Marathon Petroleum Parties' title to any Transferred Assets; *provided* that the Marathon Petroleum Parties shall pay any Out-of-Pocket Expenses or any other Liability to any Third Party incurred by the Marathon Oil Parties in connection with such commercially reasonable efforts.

SECTION 6.2 *No Marathon Petroleum Representations Warranties* . Except as expressly set forth herein or in any Operating Agreement, none of the Marathon Petroleum Parties makes any representation or warranty of any kind whatsoever, express or implied, to any of the Marathon Oil Parties in any way with respect to any of the transactions contemplated hereby or any other matter, including the amount or nature of, or any other matter concerning, the Liabilities of the Marathon Oil Parties.

ARTICLE VII
CERTAIN COVENANTS

SECTION 7.1 *Governmental Approvals and Consents and Third-Party Consents* . Prior to the Distribution, the Parties hereto will use their respective commercially reasonable efforts to obtain all Governmental Approvals and Consents and all Third-Party Consents that are required or appropriate in connection with the transactions contemplated by this Agreement.

SECTION 7.2 *Non-Assignable Contracts* .

(a) If and to the extent that any Marathon Oil Party is unable to obtain any consent, approval or amendment necessary for the transfer or assignment to any Marathon Petroleum Party of any Contract or other rights relating to the Marathon Petroleum Business that would otherwise be transferred or assigned to such Marathon Petroleum Party as contemplated by this Agreement or any other agreement or document contemplated hereby, (i) such Marathon Oil Party shall continue to be bound thereby and the purported transfer or assignment to such Marathon Petroleum Party shall automatically be deemed deferred until such time as all legal impediments are removed and all necessary consents have been obtained and (ii) unless not permitted by the terms thereof or by law, the Marathon Petroleum Parties shall pay, perform and discharge fully all of the obligations of the Marathon Oil Parties thereunder from and after the Distribution, or such earlier time as such transfer or assignment would otherwise have taken place, and indemnify the Marathon Oil Parties for all Losses arising out of such performance by

such Marathon Petroleum Party. The Marathon Oil Parties shall, without further consideration therefor, pay and remit to the applicable Marathon Petroleum Party promptly all monies, rights and other considerations received in respect of such performance. The Marathon Oil Parties shall exercise or exploit their rights and options under all such Contracts and other rights, agreements and documents referred to in this Section 7.2(a) only as reasonably directed by Marathon Petroleum and at Marathon Petroleum's expense. If and when any such consent, approval or amendment shall be obtained or such Contract or other right or agreement shall otherwise become transferable or assignable or be able to be novated, the Marathon Oil Parties shall promptly assign or transfer and novate (to the extent permissible) all of their rights and obligations thereunder to the applicable Marathon Petroleum Party without payment of further consideration, and such Marathon Petroleum Party shall, without the payment of any further consideration therefor, assume such rights and obligations. To the extent that the transfer or assignment of any Contract or other right (or the proceeds therefrom) pursuant to this Section 7.2(a) is prohibited by law or the terms thereof, this Section 7.2(a) shall operate to create a subcontract with the applicable Marathon Petroleum Party to perform each relevant Contract or other right, agreement or document at a subcontract price equal to the monies, rights and other considerations received by the Marathon Oil Parties with respect to the performance by such Marathon Petroleum Party.

(b) If and to the extent that any Marathon Petroleum Party is unable to obtain any consent, approval or amendment necessary for the transfer or assignment to any Marathon Oil Party of any Contract or other rights relating to the Marathon Oil Business that would otherwise be transferred or assigned to such Marathon Oil Party as contemplated by this Agreement or any other agreement or document contemplated hereby, (i) such Marathon Petroleum Party shall continue to be bound thereby and the purported transfer or assignment to such Marathon Oil Party shall automatically be deemed deferred until such time as all legal impediments are removed and all necessary consents have been obtained and (ii) unless not permitted by the terms thereof or by law, the Marathon Oil Parties shall pay, perform and discharge fully all of the obligations of the Marathon Petroleum Parties thereunder from and after the Distribution, or such earlier time as such transfer or assignment would otherwise have taken place, and indemnify the Marathon Petroleum Parties for all Losses arising out of such performance by such Marathon Oil Party. The Marathon Petroleum Parties shall, without further consideration therefor, pay and remit to the applicable Marathon Oil Party promptly all monies, rights and other considerations received in respect of such performance. The Marathon Petroleum Parties shall exercise or exploit their rights and options under all such Contracts and other rights, agreements and documents referred to in this Section 7.2 (b) only as reasonably directed by Marathon Oil and at Marathon Oil's expense. If and when any such consent, approval or amendment shall be obtained or such Contract or other right or agreement shall otherwise become transferable or assignable or be able to be novated, the Marathon Petroleum Parties shall promptly assign or transfer and novate (to the extent permissible) all of their rights and obligations thereunder to the applicable Marathon Oil Party without payment of further consideration, and such Marathon Oil Party shall, without the payment of any further consideration therefor, assume such rights and obligations. To the extent that the transfer or assignment of any Contract or other right (or the proceeds therefrom) pursuant to this Section 7.2(b) is prohibited by law or the terms thereof, this Section 7.2(b) shall operate to create a subcontract with the applicable Marathon Oil Party to perform each relevant Contract or other right, agreement or document at a subcontract price

equal to the monies, rights and other considerations received by the Marathon Petroleum Parties with respect to the performance by such Marathon Oil Party.

SECTION 7.3 *Further Assurances* .

(a) Each Party shall use its commercially reasonable efforts, after the Distribution Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary or advisable under applicable laws to consummate or make effective the transactions contemplated by this Agreement; *provided, however* , that no Marathon Oil Party or Marathon Petroleum Party shall be obligated under this Section 7.3(a) to pay any consideration or Out-of-Pocket Expenses (other than *de minimis* filing or transaction fees), grant any concession or incur any Liability to any Third Party.

(b) If, as a result of mistake or oversight, any asset or Contract reasonably necessary to the conduct of the Marathon Petroleum Business is not transferred to the applicable Marathon Petroleum Party, or any asset or Contract reasonably necessary to the conduct of the Marathon Oil Business is not transferred to the applicable Marathon Oil Party or is transferred to any Marathon Petroleum Party, the Parties intend that such asset or Contract shall be transferred to the Party which requires such asset or Contract for the conduct of its business without the payment of any additional consideration, and Marathon Oil and Marathon Petroleum shall negotiate in good faith after the Distribution to determine whether, notwithstanding such intent, such asset or Contract should not be transferred to a Marathon Petroleum Party or to a Marathon Oil Party, as the case may be, and/or the terms and conditions upon which such asset or Contract shall be made available to a Marathon Petroleum Party or to a Marathon Oil Party, as the case may be. Unless expressly provided to the contrary in this Agreement or any Operating Agreement, if, as a result of mistake or oversight, any Marathon Petroleum Liability is retained or assumed by any Marathon Oil Party, or any Marathon Oil Liability is retained or assumed by any Marathon Petroleum Party, the Parties intend that such Liability shall be transferred to the Party with respect to which such Liability relates without the payment of any additional consideration, and Marathon Oil and Marathon Petroleum shall negotiate in good faith after the Distribution to determine whether, notwithstanding such intent, such Liability should not be transferred to a Marathon Petroleum Party or a Marathon Oil Party, as the case may be, and/or the terms and conditions upon which any such Liability shall be transferred. Notwithstanding anything to the contrary in this Section 7.3(b) , no Marathon Oil Party or Marathon Petroleum Party shall be obligated under this Section 7.3(b) to pay any consideration (other than *de minimis* filing or transaction fees), grant any concession or incur any Liability to any Third Party other than the Liability to be transferred.

SECTION 7.4 *Receipt of Misdirected Assets* . In the event that at any time and from time to time after the Effective Time, any Marathon Oil Party shall receive from a Third Party an asset of the Marathon Petroleum Business (including any remittances from account debtors in respect of the Marathon Petroleum Business), such Party shall promptly transfer such asset to the appropriate Marathon Petroleum Party. In the event that at any time and from time to time after the Effective Time, any Marathon Petroleum Party shall receive from a Third Party an asset of the Marathon Oil Business (including any remittances from account debtors in respect of the Marathon Oil Business), such Party shall promptly transfer such asset to the appropriate Marathon Oil Party. Each Party shall cooperate with the other Party and use its commercially

reasonable efforts to set up procedures and notifications as are reasonably necessary or advisable to effectuate the transfers contemplated by this Section 7.4 .

SECTION 7.5 *Late Payments* . Except as expressly provided to the contrary in this Agreement or in any Operating Agreement, any amount not paid when due pursuant to this Agreement or any Operating Agreement (and any amounts billed or otherwise invoiced or demanded in writing and properly payable that are not paid within 30 days of the date of such bill, invoice or other written demand) shall accrue interest at a rate per annum equal to the Prime Rate plus 2%.

SECTION 7.6 *Certain Business Matters* .

(a) Following the Effective Time and except as otherwise set forth in any Operating Agreement, any Party may (i) engage in the same or similar activities or lines of business as any other Party is or in the future may be engaged in and/or (ii) do business, or refrain from doing business, with any potential or actual supplier or customer of such other Party.

(b) Each Party agrees that, for a period of one year from the Distribution Date, such Party (a "Soliciting Party") will not solicit for employment any employee of any other Party (a "Protected Party"), *provided, however* , that it is understood that this employee non-solicitation provision shall not prohibit: (i) any transfers of Delayed Transfer Employees (as defined in the Employee Matters Agreement), in accordance with the Employee Matters Agreement; (ii) generalized solicitations by advertising and the like, which are not directed to specific individuals or employees of the Protected Party; (iii) solicitations of persons whose employment was terminated by the Protected Party; or (iv) solicitations of persons who have terminated their employment with the Protected Party without any prior solicitation by the Soliciting Party.

SECTION 7.7 *Litigation* .

(a) As of the Effective Time, the Marathon Petroleum Parties shall assume and thereafter, except as provided in Article XI , be responsible for all Liabilities that may result from the Assumed Actions and all fees and costs relating to the defense of the Assumed Actions, including attorneys' fees and costs incurred after the Effective Time.

(b) (i) Marathon Oil agrees that, at all times from and after the Effective Time, if an Action relating primarily to the Marathon Oil Business is commenced by a Third Party naming both one or more Marathon Oil Parties and one or more Marathon Petroleum Parties as defendants thereto, then Marathon Oil shall use its commercially reasonable efforts to cause such Marathon Petroleum Parties to be removed from such Action; *provided* that if Marathon Oil is unable to cause such Marathon Petroleum Parties to be removed from such Action, Marathon Oil and Marathon Petroleum shall cooperate and consult to the extent necessary or advisable with respect to such Action.

(ii) Marathon Petroleum agrees that, at all times from and after the Effective Time, if an Action relating primarily to the Marathon Petroleum Business is commenced by a Third Party naming both one or more Marathon Oil Parties and one or more Marathon Petroleum Parties as defendants thereto, then Marathon Petroleum shall use its commercially reasonable efforts to cause such Marathon Oil Parties to be removed from

such Action; *provided* that if Marathon Petroleum is unable to cause such Marathon Oil Parties to be removed from such Action, Marathon Oil and Marathon Petroleum shall cooperate and consult to the extent necessary or advisable with respect to such Action.

(iii) Marathon Oil and Marathon Petroleum agree that, at all times from and after the Effective Time, if an Action which does not relate primarily to the Marathon Petroleum Business or the Marathon Oil Business is commenced by a Third Party naming both one or more Marathon Oil Parties and one or more Marathon Petroleum Parties as defendants thereto, then Marathon Oil and Marathon Petroleum shall cooperate and consult to the extent necessary or advisable with respect to such Action.

(iv) Marathon Petroleum agrees that, at all times from and after the Effective Time, if a Toxic Tort Claim is commenced by a Third Party naming one or more Marathon Oil Parties as defendants thereto but the Toxic Tort Claim does not specifically allege exposure related to the Marathon Oil Business, then the Marathon Petroleum Parties shall, except as otherwise expressly provided in Article XI, assume and thereafter be responsible for all Liabilities that may result from the Toxic Tort Claim; *provided , however ,* that if the Third Party claimant subsequently specifically alleges that the Toxic Tort Claim arises out of exposure related to the Marathon Oil Business, the Marathon Oil Parties shall, except as otherwise expressly provided in Article XI, assume and thereafter be responsible for all Liabilities that may result from the Toxic Tort Claim and reimburse the Marathon Petroleum Parties for their Expenses previously incurred in handling the Toxic Tort Claim; *provided further ,* that, if the claimant alleges at any time that the Toxic Tort Claim arises out of exposure related to both the Marathon Oil Business and the Marathon Petroleum Business, the claim shall be handled in accordance with Section 7.7(b)(iii) .

SECTION 7.8 *Signs; Use of Company Name .*

(a) Except as provided in the Operating Agreements, within one year after the Distribution Date, at their expense, the Marathon Petroleum Parties shall remove any and all exterior and interior commercial signs and similar identifiers on assets or properties owned or held by them that refer or pertain specifically to any Marathon Oil Party or the Marathon Oil Business. Except as provided in the Operating Agreements, within one year after the Distribution Date, at their expense, the Marathon Oil Parties shall remove any and all exterior and interior commercial signs and similar identifiers on assets or properties owned or held by them that refer or pertain specifically to any Marathon Petroleum Party or the Marathon Petroleum Business. Notwithstanding the foregoing, Marathon Oil and Marathon Petroleum shall use commercially reasonable efforts to change all such references to the other Party as soon as practicable following the Distribution Date. Marathon Petroleum hereby grants to the Marathon Oil Parties, and Marathon Oil hereby grants to the Marathon Petroleum Parties, for a period of one year following the Distribution Date, a worldwide, non-exclusive, non-transferable, royalty-free license to use signs and identifiers that refer or pertain specifically to the other Party on the assets or properties used in the licensee's respective businesses as of the Effective Time.

(b) Except as provided in the Operating Agreements and in Section 7.8(d) , after one year following the Distribution Date, (i) without the prior written consent of Marathon Oil, the Marathon Petroleum Parties shall not use or display any of the Marathon Oil Marks and (ii) without the prior written consent of Marathon Petroleum, the Marathon Oil Parties shall not use or display any of the Marathon Petroleum Marks; *provided , however* , that notwithstanding the foregoing, nothing contained in this Agreement will prevent any Party from using the other's name in filings with Governmental Authorities, materials intended for distribution to such Party's stockholders or any other communication (including correspondence) in any medium that describes the current or former relationship between the Parties; *provided , further* , that the continuation of references to such Marks in telephone directories (and other similar Third Party or incidental uses which are not capable of being updated within the time period set forth above) will not breach this Section 7.8 .

(c) The Parties agree that the names "Marathon Oil" and "Marathon Petroleum" are not variations of or confusingly similar with one another as between the Marathon Oil Business and the Marathon Petroleum Business as of the Effective Time. Each Party agrees that, if any authority that grants or registers either Marathon Oil Marks or corporation names or Marathon Petroleum Marks or corporation names objects to the registration of, or a court or arbitration panel questions or declines to enforce, a mark by a Party on the basis of similarity between the names "Marathon Oil" and "Marathon Petroleum," so long as the Party attempting to register or enforce is not in violation of this Section 7.8 and is not using the mark within the scope of the other Party's Business, the other Party shall offer commercially reasonable assistance in assuring the authority, court or panel that the proposed usage is not sufficiently similar to negate registration or enforcement.

(d) Any rights of any Marathon Oil Party to any Mark, other than for upstream oil and gas goods or services, that uses the letter M within a hexagon, is part of the Transferred Assets, and all rights thereto are hereby assigned to Marathon Petroleum. The Marathon Oil Parties hereby reserve and retain the right to use a mark with the letter M within a hexagon in commercial, upstream use at one location in each country but, after one year following the Distribution Date, shall not use such mark at more than one location in any country; *provided , however* , that continued Third-Party or incidental uses which are not capable of being updated within the time period set forth above will not breach the provisions of this Section 7.8 . Marathon Petroleum shall not use, register, or attempt to register a mark that uses the letter M within a hexagon for any upstream oil and gas goods or services, except as otherwise expressly set forth herein.

(e) Each Party shall use the Marks of the other Party as allowed hereunder only in connection with goods or services that are of a level of quality at least equal to the quality of comparable goods or services marketed by that Party before the Effective Time and that it will allow the Party owning the right to such Marks reasonable inspection rights, upon reasonable written notice, to ensure compliance with the foregoing.

(f) Should a Party cease to use for 12 months, in any country, a Mark which such Party owns and which uses the name "Marathon" or the letter M within a hexagon, such Party hereby does (and shall execute, upon the other Party's written request, such other documentation as may be reasonably necessary to) assign such Mark in such country to the other Party. This

obligation applies regardless of the reason for cessation, whether because of acquisition, insolvency or otherwise. The assignee shall pay to the assignor as consideration the cost of maintaining such mark for the shortest period of protection in the relevant country.

(g) A Party shall use commercially reasonable efforts to inform the other Party if the first Party becomes aware of a Third Party infringing the second Party's mark which uses the name "Marathon" or the letter M within a hexagon. Each Party shall use reasonable efforts to enforce its marks which use the name "Marathon" or the letter M within a hexagon so as to avoid dilution of the other Party's marks.

(h) Marathon Oil is and will remain the registrant and owner of the domain name "MARATHON.COM". Marathon Oil will have the right to designate the administrative, technical and billing contacts for the domain name, to change registrars, and to change the registrar's records. Subject to the following provisions of this Section 7.8(h), for a period of [ ] following the Effective Time, Marathon Oil shall use commercially reasonable efforts to maintain a default file at this domain (named "index.html"), the primary purpose of which will be to re-direct persons accessing MARATHON.COM to the primary domain for Marathon Petroleum and the primary domain for Marathon Oil. Such re-direction will be the only use for MARATHON.COM other than primarily administrative functions (such as terms of use, privacy statements, copyright statements, and contact information) that may be appropriate according to law or industry practice. Neither Party's primary domain will be MARATHON.COM. Neither Party will use or permit use of MARATHON.COM in an email address or other than as set forth herein. Marathon Petroleum hereby grants to Marathon Oil a limited, royalty-free license to use the trade names and trademarks of Marathon Petroleum as part of its maintenance of the domain name MARATHON.COM , pursuant to Marathon Petroleum's reasonable guidelines and for the sole purpose of providing such re-direction. If Marathon Oil and its Affiliates, successors and assigns stop using "Marathon" in or as a registered trade name, trademark or service mark for a period of 12 consecutive months, Marathon Oil shall transfer the domain name to Marathon Petroleum for no more consideration than the reasonable expenses of such transfer and, upon such transfer, Marathon Petroleum will have an unrestricted right to use, sell, license, or assign the domain name "MARATHON.COM" at the sole discretion of Marathon Petroleum and this paragraph will otherwise cease to be effective. If Marathon Petroleum and its Affiliates, successors and assigns stop using "Marathon" in or as a registered trade name, trademark or service mark for a period of 12 consecutive months, Marathon Oil will have an unrestricted right to use, sell, license, or assign the domain name "MARATHON.COM" at the sole discretion of Marathon Oil and this paragraph will otherwise cease to be effective. If, at any time after the Effective Time, Marathon Oil and its Affiliates, successors and assigns discontinue the use of the domain name, MARATHON.COM (other than as a result of an Internet service interruption or other temporary condition or set of circumstances), then Marathon Oil shall, if requested by Marathon Petroleum in accordance with Section 14.9 within 90 days of such discontinuance, transfer the domain name to Marathon Petroleum for no more consideration than the reasonable expenses of such transfer and, upon such transfer, Marathon Petroleum will have an unrestricted right to use, sell, license, or assign the domain name "MARATHON.COM" at the sole discretion of Marathon Petroleum and this paragraph will otherwise cease to be effective.

(i) Marathon Oil is and will remain the owner of each of the domain names and Twitter accounts listed on Schedule 7.8(A) , and Marathon Petroleum hereby transfers, and

agrees to cause each of the other Marathon Petroleum Parties to transfer, to Marathon Oil (or to such other Marathon Oil Parties as Marathon Oil may designate) all of the respective rights, titles and interests of the Marathon Petroleum Parties in and to such domain names and accounts, effective as of the Effective Time. Marathon Petroleum is and will remain the owner of each of the domain names listed on Schedule 7.8(B) , and Marathon Oil hereby transfers, and agrees to cause each of the other Marathon Oil Parties to transfer, to Marathon Petroleum (or to such other Marathon Petroleum Parties as Marathon Petroleum may designate) all of the respective rights, titles and interests of the Marathon Oil Parties in and to such domain names, effective as of the Effective Time.

(j) Without limiting the generality of the provisions of Section 3.4 , as of the Effective Time, the Trademark License Agreement dated as of January 1, 1998 between Marathon Oil Company and Marathon Ashland Petroleum LLC shall be terminated.

SECTION 7.9 *Stock Options Registration Statement* . Marathon Petroleum shall prepare and, if required, file with the SEC such amendments and supplements to the Stock Options Registration Statement (and the prospectus used in connection therewith) as may be necessary to keep the Stock Options Registration Statement effective under the Securities Act for a period of not less than ten years following the Distribution Date, *provided* that Marathon Petroleum's obligations pursuant to this Section 7.9 shall terminate on the date upon which there are no further offers of securities covered thereby pursuant to the terms of the applicable stock option agreements.

ARTICLE VIII
CONDITIONS TO THE DISTRIBUTION

SECTION 8.1 *Conditions to the Distribution* . The obligation of Marathon Oil to effect the Distribution is subject to the satisfaction or the waiver by Marathon Oil, in its sole and absolute discretion, of each of the following conditions:

(a) Approval by the Marathon Oil Board of Directors . This Agreement and the transactions contemplated hereby, including the declaration of the Distribution, shall have been duly approved by the Board of Directors of Marathon Oil in accordance with applicable law and the Restated Certificate of Incorporation and By-Laws of Marathon Oil.

(b) Receipt of IRS Private Letter Ruling and Opinion . Marathon Oil shall have received (i) a private letter ruling from the IRS (which shall not have been revoked or modified in any material respect), in form and substance satisfactory to Marathon Oil, to the effect that, among other things, (1) the MOC Contribution and the Internal Distribution and (2) the Contribution and the Distribution will be tax-free to MOC, Marathon Oil, Marathon Petroleum and holders of Marathon Oil Common Stock for United States federal income tax purposes under Sections 355, 368 and related provisions of the Code, and (ii) an opinion of Bingham McCutchen LLP (or other nationally recognized tax counsel), in form and substance satisfactory to Marathon Oil, to the effect that requirements necessary to obtain tax-free treatment under Sections 355, 368 and

related provisions of the Code for each of (1) the MOC Contribution and the Internal Distribution and (2) the Contribution and the Distribution will be satisfied.

(c) Receipt of Solvency Conveyance Opinion . An independent firm acceptable to Marathon Oil, in its sole and absolute discretion, shall have delivered one or more opinions to the Board of Directors of Marathon Oil confirming the solvency and financial viability of Marathon Petroleum, MOC and Marathon Oil, which opinions shall be in form and substance satisfactory to Marathon Oil, in its sole and absolute discretion, and shall not have been withdrawn or rescinded.

(d) State and Foreign Securities and "Blue Sky" Laws Approvals . Marathon Oil and Marathon Petroleum shall have received all permits, registrations and consents required under the securities or "blue sky" laws of states or other political subdivisions of the United States or of foreign jurisdictions in connection with the Distribution.

(e) Effectiveness of Registration Statements; No Stop Order . The Form 10 Registration Statement and the Stock Options Registration Statement shall have become effective under the Exchange Act and the Securities Act, respectively, and no stop order suspending the effectiveness of the Form 10 Registration Statement or the Stock Options Registration Statement shall be in effect or, to the knowledge of either Marathon Oil or Marathon Petroleum, threatened by the SEC.

(f) Dissemination of Information to Marathon Oil Stockholders . Prior to the Distribution, the Parties shall have prepared and mailed to the holders of record of Marathon Oil Common Stock the Information Statement and such other information concerning Marathon Petroleum, its business, operations and management, the Distribution and such other matters as Marathon Oil shall determine in its sole and absolute discretion and as may otherwise be required by law.

(g) Approval of NYSE Listing Application . The NYSE shall have approved the Marathon Petroleum Common Stock for listing, subject to official notice of issuance.

(h) Resignations . Prior to the Distribution, all of Marathon Oil's representatives or designees shall have resigned or been removed as officers and from all Boards of Directors or similar governing bodies of the Marathon Petroleum Parties, and all of Marathon Petroleum's representatives or designees shall have resigned or been removed as officers and from all Boards of Directors or similar governing bodies of the Marathon Oil Parties.

(i) Approvals and Consents . Marathon Oil and Marathon Petroleum shall have received all Governmental Approvals and Consents and all Third-Party Consents necessary to effect the Contribution and the Distribution and to permit the operation of the Marathon Petroleum Business after the Distribution Date.

(j) No Legal Restraint . No order, injunction or decree issued by any Governmental Authority or other legal restraint or prohibition preventing consummation of the Distribution or any of the transactions contemplated by this Agreement or the

Operating Agreements, including the Contribution, shall have been threatened or shall be in effect.

(k) Consummation of Pre-Distribution Transactions . The transactions contemplated by Article II and Article III to occur prior to the Distribution, including the execution and delivery of the Operating Agreements, shall have been consummated.

(l) Credit Ratings . Each of Marathon Oil and Marathon Petroleum shall have credit ratings assigned by credit rating agencies that are satisfactory to Marathon Oil in its sole and absolute discretion.

(m) No Violation of Law . The Distribution shall not violate or result in a breach of applicable law or any material Contract of any Party.

(n) No Other Events . No other events or developments shall have occurred or shall exist that, in the judgment of the Board of Directors of Marathon Oil, in its sole and absolute discretion, would make it inadvisable to effect the Distribution.

SECTION 8.2 *Marathon Oil Right Not to Close or to Terminate* . The satisfaction of the foregoing conditions are for the sole benefit of Marathon Oil and shall not give rise to or create any duty on the part of Marathon Oil or the Board of Directors of Marathon Oil to waive or not waive any such condition or to effect the Distribution, or in any way limit Marathon Oil's power to terminate this Agreement as set forth in Section 14.13 or alter the consequences of any termination from those specified in Section 14.13 . Any determination made by Marathon Oil prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in Section 8.1 shall be conclusive and binding on the Parties.

ARTICLE IX
INSURANCE MATTERS

SECTION 9.1 *Insurance Prior to the Effective Time* . Except as may otherwise be expressly provided in this Article IX , Marathon Petroleum hereby agrees, for itself and on behalf of the Marathon Petroleum Parties, that the Marathon Oil Parties shall not have any Liability whatsoever to the Marathon Petroleum Parties as a result of the insurance policies, insurance contracts and claim administration contracts and practices related to the foregoing of the Marathon Oil Parties in effect at any time prior to the Effective Time, including Liability as a result of the level or scope of coverage of any such insurance policies, insurance contracts, claim administration contracts, the creditworthiness of any insurance carrier, the terms and conditions of any policy or contract and the adequacy or timeliness of any notice, or the lack thereof, to any insurance carrier, bankruptcy trustee for any insurer, scheme administrator for any insurer, or claims administrator with respect to any actual claim or potential claim or otherwise.

SECTION 9.2 *Ownership of Policies and Programs* .

(a) Marathon Oil or one or more of the other Marathon Oil Parties shall continue to own all insurance policies, insurance contracts and claim administration contracts of any kind of any Marathon Oil Party which were or are in effect at any time at or prior to the Effective Time (other than the Marathon Petroleum Policies), including general liability (whether primary,

excess or umbrella), fiduciary liability, automobile, aircraft hull and liability, all risk property (including business interruption) and casualty, directors and officers liability, employer's liability, workers' compensation, comprehensive crime, terrorism, errors and omissions and property/boiler and machinery insurance policies and policies issued by OIL, together with all rights, benefits and privileges thereunder (collectively, the "Marathon Oil Policies"). Subject to the provisions of this Agreement, (i) the Marathon Oil Parties shall retain all of their respective rights, benefits and privileges, if any, under the Marathon Oil Policies and (ii) coverage of the Marathon Petroleum Parties under the Marathon Oil Policies shall cease as of the Effective Time with respect to all Losses to the extent incurred or suffered by one or more of the Marathon Petroleum Parties in connection with, relating to, arising out of or due to, directly or indirectly, any event or occurrence at or after the Effective Time. Nothing contained herein shall be construed to be an attempted assignment of or a change to any part of the ownership of the Marathon Oil Policies or shall be construed to waive any right or remedy of any Marathon Oil Party in respect thereof. No provision of this Agreement is intended to relieve any insurer of any Liability under any policy.

(b) Marathon Petroleum or one or more of the other Marathon Petroleum Parties shall own (i) all insurance policies, insurance contracts and claim administration contracts established in contemplation of the Distribution to cover only the Marathon Petroleum Parties after the Effective Time and (ii) the insurance policies, insurance contracts and claims administration contracts listed on Schedule 9.2(B) (collectively, the "Marathon Petroleum Policies").

SECTION 9.3 *Maintenance of Insurance for Marathon Petroleum* . Subject to the other provisions of this Agreement, Marathon Oil shall use commercially reasonable efforts to maintain in full force and effect the Shared Policies to the extent that such policies apply to the Marathon Petroleum Business.

SECTION 9.4 *Acquisition, Administration and Maintenance of Post-Distribution Insurance by Marathon Petroleum* . Commencing as of the Effective Time, Marathon Petroleum shall be responsible for establishing and maintaining a separate insurance program with commercially reasonable limits, deductibles and self-retentions for activities and claims involving any of the Marathon Petroleum Parties or their respective Subsidiaries. Each of the Marathon Petroleum Parties and each of their Subsidiaries, as appropriate, shall be responsible for all administrative and financial matters relating to insurance policies established and maintained by the Marathon Petroleum Parties and each of their Subsidiaries for claims relating to any period at or after the Effective Time involving any Marathon Petroleum Party or any of its Subsidiaries.

SECTION 9.5 *Rights under Shared Policies* .

(a) Prior to the Effective Time, Marathon Oil and Marathon Petroleum shall, and each of them shall use their respective commercially reasonable efforts to have OIL, enter into the OIL MOU to preserve retroactive coverage for both the Marathon Oil Insured Parties and Marathon Petroleum Insured Parties under the policies issued by OIL.

(b) At and after the Effective Time: (i) subject to the provisions of Section 9.5(e) , Marathon Petroleum will have the right to assert and/or continue to prosecute claims for any

Losses with respect to the Marathon Petroleum Business and the Transferred Assets under Marathon Oil Policies that provide coverage for such Losses (excluding, for the avoidance of doubt, any group health and welfare insurance policies) ("Shared Policies") with insurers that are "occurrence-based" insurance policies ("Occurrence-Based Policies") arising out of insured events commencing from the date of coverage thereunder to the extent that the terms and conditions of any such Occurrence-Based Policies and agreements relating thereto so allow; and (ii) subject to the provisions of Section 9.5(e) , Marathon Petroleum will have the right to assert and/or continue to prosecute claims for any Losses with respect to the Marathon Petroleum Business and the Transferred Assets under Shared Policies with insurers that are written on a "claims-made" basis ("Claims-Made Policies") arising out of insured events commencing from the date of coverage thereunder to the extent that the terms and conditions of any such Claims-Made Policies and agreements relating thereto so allow.

(c) For those claims asserted and/or prosecuted by Marathon Petroleum under either the Occurrence-Based Policies or the Claims-Made Policies: (i) all of the Marathon Oil Parties' reasonable Out-of-Pocket Expenses incurred in connection with their efforts to assist Marathon Petroleum in asserting or continuing to prosecute the claims described in Section 9.5(d) will be promptly paid by Marathon Petroleum following receipt of an invoice for such expenses; (ii) such claims shall be subject to any amendments, commutations, terminations, buy-outs, extinguishments and modifications of the Shared Policies subject to Section 9.5(e) ; (iii) such claims will be subject to (and recovery thereon will be reduced by the amount of) any applicable deductibles or self-insured retentions, and, with respect to any such deductibles or self-insured retentions which require a payment by a Marathon Oil Party or any Subsidiary of a Marathon Oil Party in respect thereof (excepting any deductibles, self-insured retentions, or self-insured co-insurance maintained by Yorktown Assurance Corporation or Old Main Assurance Ltd. in such insurers' policies of reinsurance that are not identical to the deductibles, self-insured retentions, or self-insured co-insurance maintained in such insurers' policies issued to any of the Marathon Oil Parties), Marathon Petroleum shall reimburse such Marathon Oil Party or Subsidiary for such payment; (iv) Marathon Petroleum shall be responsible for and shall pay any Out-of-Pocket Expenses for claims handling or residual Liability arising from such claims; and (v) such claims will be subject to exhaustion of existing sublimits and aggregate limits in accordance with Section 9.5(f) .

(d) Marathon Oil will use commercially reasonable efforts to assist Marathon Petroleum in asserting claims and establishing its right to coverage under applicable Shared Policies if so requested by Marathon Petroleum in writing (so long as all of the Marathon Oil Parties' Out-of-Pocket Expenses in connection therewith are promptly paid by Marathon Petroleum in accordance with Section 9.5(c)), but Marathon Oil will not otherwise be obligated to negotiate, investigate, defend, settle or otherwise handle such claims on behalf of Marathon Petroleum. No Marathon Oil Party will bear any Liability for the failure of an insurer to pay any claim under any Shared Policy. It is understood that Claims-Made Policies may not provide coverage to the Marathon Petroleum Parties for incidents occurring prior to the Effective Time but asserted with the insurance carrier after the Effective Time.

(e) In the event that after the Effective Time Marathon Oil proposes to amend, commute, terminate, buy-out, extinguish liability under or otherwise modify any Shared Policies under which Marathon Petroleum has or may in the future have rights to assert claims pursuant

to this Article IX in a manner that would reasonably be expected to adversely affect any such rights of Marathon Petroleum in any material respect, (i) Marathon Oil will give Marathon Petroleum prior notice thereof and consult with Marathon Petroleum with respect to such action, (ii) Marathon Oil will not take such action without the prior written consent of Marathon Petroleum, such consent not to be unreasonably withheld, conditioned or delayed, and (iii) Marathon Oil will pay to Marathon Petroleum its equitable share (which shall be mutually agreed upon by Marathon Oil and Marathon Petroleum, acting reasonably), if any, of any net proceeds actually received by Marathon Oil from the insurer under the applicable Shared Policy as a result of such action by Marathon Oil (after deducting Marathon Oil's Out-of-Pocket Expenses incurred in connection with such action).

(f) To the extent that the limits of any Shared Policy preclude payment in full of Unrelated Claims filed by Marathon Oil and Marathon Petroleum, the insurance proceeds available under such Shared Policy shall be paid to Marathon Oil and/or Marathon Petroleum on a FIFO Basis. In the event that Marathon Oil and Marathon Petroleum file Related Claims under any Shared Policy, each of Marathon Oil and Marathon Petroleum shall receive a *pro rata* amount of the available insurance proceeds, based on the relationship the Loss incurred by each such Party bears to the total Loss to both such Parties from the occurrence or event underlying the Related Claims.

(g) In no event will any Marathon Oil Party have any liability or obligation whatsoever to any Marathon Petroleum Party if any Shared Policy is terminated or otherwise ceases to be in effect for any reason (other than a termination in breach of Section 9.5(e)), is unavailable or inadequate to cover any Liability of any Marathon Petroleum Party for any reason whatsoever or is not renewed or extended beyond the current expiration date.

SECTION 9.6 *Administration of Claims* .

(a) From and after the Effective Time, the Marathon Oil Parties will be responsible for the Claims Administration with respect to claims of the Marathon Oil Parties under Shared Policies.

(b) From and after the Effective Time, the Marathon Petroleum Parties will be responsible for the Claims Administration with respect to claims of the Marathon Petroleum Parties under Shared Policies, and Marathon Oil shall provide appropriate instructions to the applicable insurance brokers under the Shared Policies to facilitate Claims Administration by Marathon Petroleum.

SECTION 9.7 *Insurance Premiums* . From and after the Effective Time, Marathon Oil will pay all premiums, taxes, assessments or similar charges (retrospectively-rated or otherwise) as required under the terms and conditions of the respective Shared Policies in respect of periods of coverage prior to the Effective Time, whereupon Marathon Petroleum will upon the request of Marathon Oil promptly reimburse Marathon Oil for that portion of such additional premiums and other payments paid by Marathon Oil as are reasonably determined by Marathon Oil to be attributable to the Marathon Petroleum Business, *provided* that, prior to agreeing to pay any such additional premiums or other payments that would reasonably be expected to result in a requirement for Marathon Petroleum to provide reimbursement under this Section 9.7 , Marathon

Oil shall, to the extent reasonably practicable, provide Marathon Petroleum with prior notice and a reasonable opportunity to consult with Marathon Oil with respect thereto. Notwithstanding the foregoing, Marathon Oil will distribute any return of premiums, taxes, assessments or similar charges (retrospectively-rated or otherwise) under the terms and conditions of the respective Shared Policies, to Marathon Petroleum in proportion to the amount of any such return previously allocated to Marathon Petroleum.

SECTION 9.8 *Agreement for Waiver of Conflict and Shared Defense* . In the event that a Shared Policy provides coverage for both a Marathon Oil Party, on the one hand, and a Marathon Petroleum Party, on the other hand, relating to the same occurrence, Marathon Oil and Marathon Petroleum agree to defend jointly, pursuant to the Joint Defense Agreement, provided that in the event there is a conflict of interest which in the reasonable opinion of either such Party would otherwise prevent the conduct of that joint defense, the Parties shall cooperate to pursue coverage under such Shared Policy pursuant to appropriate arrangements (which may require separate counsel) as permitted by such Shared Policy. Nothing in this Section 9.8 will be construed to limit or otherwise alter in any way the indemnity obligations of the Parties, including those created by this Agreement, by operation of law or otherwise.

SECTION 9.9 *Duty to Mitigate* . To the extent that any Party is responsible for the Claims Administration for any claim under any of the Shared Policies after the Effective Time, such Party shall use its commercially reasonable efforts to mitigate the amount of the Loss which is the subject of the claim under the applicable Shared Policy.

SECTION 9.10 *Non-Waiver of Rights to Coverage* . An insurance carrier that would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto, or, solely by virtue of the provisions of this Article IX , have any subrogation rights with respect thereto, it being expressly understood and agreed that no insurance carrier or any Third Party shall be entitled to a benefit (*i.e* ., a benefit such Person would not be entitled to receive had the Distribution not occurred or in the absence of the provisions of this Article IX) by virtue of the provisions hereof.

ARTICLE X
EXPENSES

SECTION 10.1 *Expenses Incurred on or Prior to the Distribution Date* . Except as otherwise provided in this Agreement, any Operating Agreement or any other agreement contemplated hereby, or except as otherwise agreed to in writing by the Parties hereto, each of Marathon Oil and Marathon Petroleum shall pay all Out-of Pocket Expenses incurred in connection with the preparation, execution, delivery and implementation of this Agreement, any Operating Agreement, any other agreement contemplated hereby, the Form 10 Registration Statement and the Stock Options Registration Statement and the consummation of the Distribution and the other transactions contemplated hereby and thereby ("Separation Costs") in accordance with the allocations set forth on Schedule 10.1 .

SECTION 10.2 *Expenses Incurred or Accrued After the Distribution Date* . Except as otherwise provided in this Agreement, any Operating Agreement or any other agreement contemplated hereby, or except as otherwise agreed to in writing by the Parties hereto, Marathon

Oil and Marathon Petroleum shall each bear its own costs and expenses incurred after the Distribution Date.

ARTICLE XI
INDEMNIFICATION

SECTION 11.1 *Release of Pre-Distribution Claims* .

(a) Except as provided in Section 11.1(b) , effective as of the Effective Time, each Party hereto does hereby, on behalf of itself and its successors and assigns, release and forever discharge the other Party, each Subsidiary of such other Party and their respective successors and assigns, and all Persons who at any time prior to the Distribution Date have been directors, officers or employees of such other Party (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all demands, Actions and Liabilities whatsoever, whether at law or in equity (including any right of contribution), whether arising under any Contract or agreement, by operation of law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution Date, including in connection with the transactions and all other activities to implement the Distribution. Marathon Oil shall cause each of the other Marathon Oil Parties to, effective as of the Effective Time, release and forever discharge each of the Marathon Petroleum Indemnified Parties as and to the same extent as the release and discharge provided by Marathon Oil pursuant to the foregoing provisions of this Section 11.1(a) . Marathon Petroleum shall cause each of the other Marathon Petroleum Parties to, effective as of the Effective Time, release and discharge each of the Marathon Oil Indemnified Parties as and to the same extent as the release and discharge provided by Marathon Petroleum pursuant to the foregoing provisions of this Section 11.1(a) .

(b) Nothing contained in Section 11.1(a) shall impair any right of any Person identified in Section 11.1(a) to enforce this Agreement or any Operating Agreement. Nothing contained in Section 11.1(a) shall release or discharge any Person from:

(i) any Liability provided in or resulting from any agreement (or portion thereof) of the Marathon Oil Parties and Marathon Petroleum Parties that is specified in Schedule 11.1(B) , [1] to the extent set forth therein;

(ii) any Liability assumed, transferred, assigned, retained or allocated to that Person in accordance with, or any other Liability of that Person under, this Agreement or any of the Operating Agreements;

(iii) any Liability that any Party may have with respect to indemnification or contribution pursuant to this Agreement for claims brought against the Parties or their

[1] Schedule 11.1(B) will include the indemnification obligations under: (i) the Shared Services Agreement dated as of January 1, 1998 between Marathon Ashland Petroleum LLC and MOC; and (ii) the Pipeline Purchase Agreement dated as of April 5, 2000 between Marathon Ashland Pipe Line LLC and Red Butte Pipe Line Company, relating to the Red Butte Pipeline.

respective Subsidiaries or Affiliates by Third Parties, which Liability shall be governed by the provisions of this Article XI ;

(iv) any Liability that any Party may have with respect to indemnification or contribution pursuant to any of the Operating Agreements for claims brought against the Parties or their respective Subsidiaries or Affiliates by Third Parties, which Liability shall be governed by the appropriate provisions of the Operating Agreements;

(v) any unpaid accounts payable or receivable arising from or relating to the sale, provision, or receipt of goods, payment for goods, property or services purchased, obtained or used in the ordinary course of business prior to the Effective Time by a Marathon Petroleum Party from a Marathon Oil Party, or by a Marathon Oil Party from a Marathon Petroleum Party, pursuant to (or any refund claims pursuant to): any Commercial Agreement; or the Shared Services Agreement dated as of January 1, 1998 between Marathon Ashland Petroleum LLC and MOC;

(vi) any Liability the release of which would result in the release of any Person other than a Marathon Oil Party or a Marathon Petroleum Party or their respective directors, officers and employees; *provided, however* , that the Parties hereto agree not to bring or allow their respective Subsidiaries to bring suit against the other Party or any of their respective directors, officers and employees with respect to any such Liability; or

(vii) any Liability provided in or resulting from any Employee Contract.

In addition, nothing contained in Section 11.1(a) shall release any Party from honoring its existing obligations to indemnify, or advance expenses to, any Person who was a director, officer or employee of such Party, at or prior to the Effective Time, to the extent such Person becomes a named defendant in any Action involving such Party, and was entitled to such indemnification or advancement of expenses pursuant to then-existing obligations; *provided, however* , that to the extent applicable, Section 11.2 and Section 11.3 hereof shall determine whether any Party shall be required to indemnify the other in respect of such Liability.

(c) No Party hereto shall make, nor permit any of its Subsidiaries to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or indemnification, against the other Party, or any other Person released pursuant to Section 11.1(a) , with respect to any Liability released pursuant to Section 11.1(a) .

(d) It is the intent of each of the Parties hereto by virtue of the provisions of this Section 11.1 to provide for a full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed on or before the Distribution Date between the Marathon Oil Parties and the Marathon Petroleum Parties (including any contractual agreements or arrangements existing or alleged to exist between the Parties on or before the Distribution Date), except as expressly set forth in Section 11.1(b) . At any time, at the reasonable request of either Marathon Oil or Marathon Petroleum, the other Party hereto shall execute and deliver (and cause its respective Subsidiaries to execute and deliver) releases reflecting the provisions hereof.

SECTION 11.2 *Indemnification by Marathon Petroleum* . Except as provided in Section 11.5 , as expressly provided in any of the Operating Agreements, Marathon Petroleum shall indemnify, defend and hold harmless the Marathon Oil Parties and each of their respective Affiliates, directors, officers, employees and agents, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Marathon Oil Indemnified Parties"), from and against any and all Expenses or Losses to the extent incurred or suffered by one or more of the Marathon Oil Indemnified Parties in connection with, relating to, arising out of or due to, directly or indirectly, any of the following items:

(a) the failure by any Marathon Petroleum Party or any other Person to pay, perform or otherwise promptly discharge any of the Marathon Petroleum Liabilities or any Contract or arrangement included in the Transferred Assets in accordance with their respective terms;

(b) any Marathon Petroleum Liability;

(c) any Transferred Asset or the Marathon Petroleum Business;

(d) except to the extent provided in Section 11.3(d) , any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, contained in the Form 10 Registration Statement, the Information Statement, any Notes Offering Memorandum, the Stock Options Registration Statement (or related prospectus forming a part thereof) or in any other registration statement filed by Marathon Petroleum (or related prospectus forming a part thereof);

(e) any use by any Marathon Petroleum Party allowed hereunder after the Effective Time of the Marathon Oil Marks or the Information owned by, or licensed by a Third Party to, a Marathon Oil Party;

(f) the breach by any Marathon Petroleum Party of any covenant or agreement set forth in this Agreement or any Conveyancing Instrument;

(g) any action or inaction by any Marathon Petroleum Party that results, directly or indirectly, in a breach of any of the covenants of Marathon Oil contained in, or a breach by Marathon Oil or other failure of Marathon Oil to comply with, or a default or event of default under, (i) the Series 2007A fixed rate tax-exempt revenue bonds issued by the Parish of St. John the Baptist, State of Louisiana, (ii) the Installment Sale Agreement dated as of May 1, 2007 between the Parish of St. John the Baptist, State of Louisiana, and Marathon Oil, or (ii) any related agreements, certifications or other documents;

(h) any item or matter for which indemnification is to be provided by Marathon Petroleum in accordance with Article XV of the Employee Matters Agreement; and

(i) any Marathon Petroleum Financial Instrument;

in each case, regardless of when or where the loss, claim, accident, occurrence, event or happening giving rise to the Expense or Loss took place, or whether any such loss, claim, accident, occurrence, event or happening is known or unknown, or reported or unreported and regardless of whether such loss, claim, accident, occurrence, event or happening giving rise to the Expense or Loss existed prior to, on or after the Distribution Date or relates to, arises out of or results from actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to, on or after the Distribution Date.

SECTION 11.3 *Indemnification by Marathon Oil* . Except as provided in Section 11.5, as expressly provided in any of the Operating Agreements, Marathon Oil shall indemnify, defend and hold harmless the Marathon Petroleum Parties and each of their respective Affiliates, directors, officers, employees and agents, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Marathon Petroleum Indemnified Parties"), from and against any and all Expenses or Losses to the extent incurred or suffered by one or more of the Marathon Petroleum Indemnified Parties in connection with, relating to, arising out of or due to, directly or indirectly, any of the following items:

(a) the failure by any Marathon Oil Party or any other Person to pay, perform or otherwise promptly discharge any of the Marathon Oil Liabilities in accordance with their respective terms;

(b) any Marathon Oil Liability;

(c) the Marathon Oil Business;

(d) solely with respect to the information contained in the Information Statement under the caption "The Spin-off – Reasons for the Spin-Off" and the information contained in the reports of Marathon Oil filed with the SEC under the Exchange Act and incorporated by reference in the Notes Offering Memorandum (collectively, the "Designated Marathon Information"), any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

(e) any use by any Marathon Oil Party allowed hereunder after the Effective Time of the Marathon Petroleum Marks or the Information owned by, or licensed by a Third Party to, a Marathon Petroleum Party;

(f) the breach by any Marathon Oil Party of any covenant or agreement set forth in this Agreement or any Conveyancing Instrument;

(g) any item or matter for which indemnification is to be provided by Marathon Oil in accordance with Article XV of the Employee Matters Agreement; and

(h) any Marathon Oil Financial Instrument;

in each case, regardless of when or where the loss, claim, accident, occurrence, event or happening giving rise to the Expense or Loss took place, or whether any such loss, claim,

accident, occurrence, event or happening is known or unknown, or reported or unreported and regardless of whether such loss, claim, accident, occurrence, event or happening giving rise to the Expense or Loss existed prior to, on or after the Distribution Date or relates to, arises out of or results from actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to, on or after the Distribution Date.

SECTION 11.4 *Applicability of and Limitation on Indemnification* . The indemnity obligations under this Article XI shall apply notwithstanding any investigation made by or on behalf of any Indemnified Party and shall apply without regard to whether the Loss or Expense for which indemnity is claimed hereunder is based on strict liability, absolute liability or any other theory of liability or arises as an obligation for contribution. THE PARTIES UNDERSTAND AND AGREE THAT THE RELEASE FROM LIABILITIES AND INDEMNIFICATION OBLIGATIONS HEREUNDER AND UNDER THE OPERATING AGREEMENTS MAY INCLUDE RELEASE FROM LIABILITIES AND INDEMNIFICATION FOR LOSSES RESULTING FROM, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY AND IN WHOLE OR IN PART, AN INDEMNITEE'S OWN NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT.

SECTION 11.5 *Adjustment of Indemnifiable Losses* .

(a) The amount that any Party (an "Indemnifying Party") is required to pay to any Person entitled to indemnification hereunder (an "Indemnified Party") shall be reduced by any insurance proceeds and other amounts actually recovered (net of any Out-of-Pocket Expenses incurred in the collection thereof) by or on behalf of such Indemnified Party in reduction of the related Expense or Loss. Each of Marathon Oil and Marathon Petroleum shall use its respective commercially reasonable efforts to collect any proceeds under its respective available and applicable insurance policies to which it or any of its Subsidiaries is entitled prior to seeking indemnification or contribution under this Agreement, where allowed; *provided, however* , that any such actions by an Indemnified Party will not relieve the Indemnifying Party of any of its obligations under this Agreement, including the Indemnifying Party's obligation promptly to pay directly or reimburse the Indemnified Party for costs and expenses actually incurred by the Indemnified Party. If an Indemnified Party receives a payment (an "Indemnity Payment") required by this Agreement from an Indemnifying Party in respect of any Expense or Loss and subsequently actually receives insurance proceeds or indemnification proceeds from any Third Party in respect of such Expense or Loss, then such Indemnified Party shall refund to the Indemnifying Party an amount equal to the lesser of (i) the after-tax amount of such insurance proceeds or indemnification proceeds actually received and (ii) the net amount of Indemnity Payments actually received previously. The Indemnified Party agrees that the Indemnifying Party shall be subrogated to such Indemnified Party under any applicable insurance policy as to any payments made by such Indemnifying Party.

(b) An insurer who would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of the indemnification provisions hereof, have any subrogation rights with respect thereto, it being expressly understood and agreed that no insurer or any other Third Party shall be entitled to a "windfall" (*i.e.* , a benefit it would not be entitled to receive in the absence of the indemnification provisions), and shall not be deemed to be third-party beneficiaries, by virtue of the indemnification provisions hereof.

(c) To the extent permissible under applicable tax law, amounts paid by Marathon Oil to or for the benefit of Marathon Petroleum or by Marathon Petroleum to or for the benefit of Marathon Oil under this Article XI (and under other specified provisions of this Agreement) shall be treated by the Parties and their respective Subsidiaries, for all applicable tax purposes, as either a contribution by Marathon Oil to Marathon Petroleum or a distribution by Marathon Petroleum to Marathon Oil, as the case may be, occurring immediately prior to the Distribution; *provided, however*, that, in the event it is determined that such treatment is not permissible under applicable law, the payment in question shall be adjusted to place the Indemnified Party in the same after-tax position it would have enjoyed if such treatment had been permissible.

(d) In the event that an Indemnity Payment shall be denominated in a currency other than United States dollars, the amount of such payment shall be translated into United States dollars using the Foreign Exchange Rate for such currency determined in accordance with the following rules:

(i) with respect to an Expense or a Loss arising from payment by a financial institution under a guarantee, comfort letter, letter of credit, foreign exchange contract or similar instrument, the Foreign Exchange Rate for such currency shall be determined as of the date on which such financial institution shall have been reimbursed;

(ii) with respect to an Expense or a Loss covered by insurance, the Foreign Exchange Rate for such currency shall be the Foreign Exchange Rate employed by the insurance company providing such insurance in settling such Expense or Loss with the Indemnifying Party; and

(iii) with respect to an Expense or a Loss not covered by clause (i) or (ii) above, the Foreign Exchange Rate for such currency shall be determined as of the date that notice of the claim with respect to such Expense or Loss shall be given to the Indemnified Party.

SECTION 11.6 *Procedures for Indemnification of Third-Party Claims* .

(a) If any Third Party shall make any claim or commence any Action (each such claim or Action being a "Third-Party Claim") against any one or more of the Indemnified Parties with respect to which an Indemnified Party intends to make any claim for indemnification against Marathon Petroleum under Section 11.2 or against Marathon Oil under Section 12.3 , such Indemnified Party shall promptly, but in no event later than 10 days after receipt by the Indemnified Party of written notice of the Third-Party Claim, give written notice to the Indemnifying Party describing such Third-Party Claim in reasonable detail. Notwithstanding the foregoing, the failure of any Indemnified Party to provide notice in accordance with this Section 11.6(a) shall not relieve the related Indemnifying Party of its obligations under this Article XI , except to the extent that such Indemnifying Party is actually prejudiced by such failure to provide prompt notice.

(b) The Indemnifying Party shall have 21 days after its receipt of the notice referred to in Section 11.6(a) to notify the Indemnified Party that it elects to conduct and control the defense of such Third-Party Claim. If the Indemnifying Party does not give the foregoing notice,

the Indemnified Party shall have the right to defend, contest, settle or compromise such Third-Party Claim in the exercise of its reasonable discretion, subject to the provisions of this Section 11.6 , and the Indemnifying Party shall, upon request from any of the Indemnified Parties, promptly pay to such Indemnified Parties in accordance with the other terms of this Section 11.6(b) the amount of any Expense or Loss subject to indemnification hereunder resulting from the Third-Party Claim. If the Indemnifying Party gives the foregoing notice that it elects to conduct and control the defense of such Third-Party Claim, the Indemnifying Party shall have the right, at its sole expense, to undertake, conduct and control, through counsel reasonably acceptable to the Indemnified Party, the conduct and settlement of such Third-Party Claim, and the Indemnified Party shall cooperate with the Indemnifying Party in connection therewith, provided that: (i) the Indemnifying Party shall use its reasonable best efforts to prevent any lien, encumbrance or other adverse charge to thereafter attach to any asset of any Indemnified Party; (ii) the Indemnifying Party shall use its reasonable best efforts to prevent any injunction against any Indemnified Party; (iii) the Indemnifying Party shall permit the Indemnified Party and any counsel chosen by the Indemnified Party and reasonably acceptable to the Indemnifying Party to monitor such conduct or settlement and shall provide the Indemnified Party and any such counsel with such information regarding such Third-Party Claim as either of them may reasonably request (which request may be general or specific), but the fees and expenses of such counsel chosen by the Indemnified Party shall be borne by the Indemnified Party unless (A) the Indemnifying Party and the Indemnified Party shall have mutually agreed that the Indemnifying Party should pay for such counsel or (B) the named parties to any such Third-Party Claim include the Indemnified Party and the Indemnifying Party and representation of both parties by the same counsel would be inappropriate due to actual or reasonably likely conflicts of interest between them, in either of which cases the reasonable fees and disbursements of counsel for such Indemnified Party shall be paid or reimbursed by the Indemnifying Party; and (iv) the Indemnifying Party shall agree promptly to reimburse to the extent required under this Article XI the Indemnified Party for the full amount of any Expense or Loss resulting from such Third-Party Claim. A Party's defense of any Third-Party Claim pursuant to Section 11.6(b) includes the right (after consultation with the other Party following at least 21 days' written notice thereof) to compromise, settle or consent to the entry of any judgment or determination of liability concerning such Third-Party Claim; provided, however, that, in no event shall the Indemnifying Party, without the prior written consent of the Indemnified Party, settle or compromise any claim or consent to the entry of any judgment if the effect thereof is (i) to permit any injunction, declaratory judgment, other order or other non-monetary relief to be entered, directly or indirectly, against such Indemnified Party or (ii) in the reasonable judgment of such Indemnified Party (as reflected in a written objection delivered by such Indemnified Party to the Indemnifying Party within the period of 21 days following receipt of the written notice described above in this Section 11.6(b)), have a material adverse financial impact or a material adverse effect upon the ongoing operations of such Indemnified Party (taken together with its Subsidiaries). Notwithstanding any other provision of this Section 11.6 , unless otherwise specifically agreed to by the Parties in writing (which agreement may not be unreasonably withheld, conditioned or delayed), neither Party shall enter into any compromise or settlement or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the Third Party of a release of both the Indemnitee and the Indemnifying Party (and their respective Subsidiaries) from all further liability concerning such Third-Party Claim.

(c) If the Indemnifying Party shall not have undertaken the conduct and control of the defense of any Third-Party Claim as provided above, the Indemnifying Party shall nevertheless be entitled through counsel chosen by the Indemnifying Party and reasonably acceptable to the Indemnified Party to monitor the conduct or settlement of such claim by the Indemnified Party, and the Indemnified Party shall provide the Indemnifying Party and such counsel with such information regarding such Third-Party Claim as either of them may reasonably request (which request may be general or specific), but all costs and expenses incurred in connection with such monitoring shall be borne by the Indemnifying Party. In any such case, the Indemnified Party shall have the right to compromise, settle or consent to the entry of any judgment with respect to such Third-Party Claim as provided in Section 11.6(b) without the consent of the Indemnifying Party.

(d) If the Indemnified Party determines in its reasonable judgment that the Indemnifying Party is not contesting such Third-Party Claim in good faith or is not settling such Third-Party Claim in accordance with this Section 11.6 , the Indemnified Party shall have the right to undertake control of the defense of such Third-Party Claim upon five days written notice to the Indemnifying Party and thereafter to defend, contest, settle or compromise such Third-Party Claim in the exercise of its exclusive discretion. In any such case, the Indemnified Party shall have the right to compromise, settle or consent to the entry of any judgment with respect to such Third-Party Claim as provided in Section 11.6 (b) without the consent of the Indemnifying Party and at the sole expense of the Indemnifying Party.

(e) In the event of any payment by or on behalf of any Indemnifying Party to any Indemnified Party in connection with any Third-Party Claim, the Indemnifying Party will be subrogated to and will stand in the place of such Indemnified Party to the extent of such payment as to any events or circumstances in respect of which such Indemnified Party may have any right, defense or claim relating to the Third-Party Claim against any claimant or plaintiff asserting the Third-Party Claim or against any other Person (other than another Indemnified Party). Such Indemnified Party will cooperate with the Indemnifying Party in a reasonable manner, and at the cost and expense of the Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(f) If an Action is commenced by a Third Party naming both one or more Marathon Oil Parties and one or more Marathon Petroleum Parties as defendants thereto, such Action will be handled in accordance with Section 7.7(b) , to the extent applicable. Except as provided in Section 11.8 , in the event of any Action in which the Indemnifying Party and the Indemnified Party each have Liability, then at the request of either Party, the Parties will endeavor to agree on an apportionment of Liability and Out-of-Pocket Expenses related to the defense of such Action. In the event of any Action in which the Indemnifying Party is not also a named defendant, at the request of either the Indemnified Party or Indemnifying Party, the Parties will use reasonable efforts to substitute the Indemnifying Party for the named defendant in the Action.

(g) With respect to any Proceeding (as defined in the Tax Sharing Agreement), the provisions of the Tax Sharing Agreement (and not the provisions of this Section 11.6) shall apply.

SECTION 11.7 *Procedures for Indemnification of Direct Claims* . If any claim for indemnification on account of an Expense or a Loss that does not result from a Third-Party Claim is to be made directly by the Indemnified Party against the Indemnifying Party, the Indemnified Party shall promptly after learning of such direct claim give written notice to the Indemnifying Party describing such claim in reasonable detail. Notwithstanding the foregoing, the failure of any Indemnified Party to provide notice in accordance with this Section 11.7 shall not relieve the Indemnifying Party of its obligations under this Article XI , except to the extent that such Indemnifying Party is actually prejudiced by such failure to provide prompt notice. Such notice may be given by email or other electronic means. Such Indemnifying Party shall have a period of 21 days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such 21-day period, such Indemnifying Party shall be deemed to have refused to accept responsibility to provide indemnification with respect to such claim. If such Indemnifying Party does not respond within such 21-day period or does respond within such 21-day period and rejects such claim in whole or in part, such Indemnified Party shall be free to pursue resolution as provided in Article XII .

SECTION 11.8 *Contribution* . If the indemnification provided for in this Article XI is judicially determined to be unavailable (other than in accordance with the terms of this Agreement, in which case this Section 11.8 shall not apply) to an Indemnified Party in respect of any Losses or Expenses referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Expense or Loss in such proportion as is appropriate to reflect the relative fault of the Marathon Petroleum Indemnified Parties, on the one hand, and the Marathon Oil Indemnified Parties, on the other hand, in connection with the conduct, statements or omissions that resulted in such Expense or Loss. The relative fault of any Marathon Petroleum Indemnified Party, on the one hand, and of any Marathon Oil Indemnified Party, on the other hand, in the case of any Expense or Loss arising out of or related to information contained in the Form 10 Registration Statement, the Information Statement, any Notes Offering Memorandum, the Stock Options Registration Statement (or related prospectus forming a part thereof), any other registration statement filed by Marathon Petroleum (or related prospectus forming a part thereof) or other securities law filing shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission of a material fact relates to information supplied by the Marathon Petroleum Business or a Marathon Petroleum Indemnified Party, on the one hand, or by the Marathon Oil Business or a Marathon Oil Indemnified Party, on the other hand. Only the Designated Marathon Information shall be deemed supplied by the Marathon Oil Business or the Marathon Oil Indemnified Parties. All other information in the Form 10 Registration Statement, the Information Statement, any Notes Offering Memorandum, the Stock Options Registration Statement (or related prospectus forming a part thereof) and any other registration statement filed by Marathon Petroleum (or related prospectus forming a part thereof) shall be deemed supplied by the Marathon Petroleum Business or the Marathon Petroleum Indemnified Parties. The Parties agree that it would not be just and equitable if contribution were determined by *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to above.

SECTION 11.9 *Remedies Cumulative* . The remedies provided in this Article XI shall be cumulative and, subject to the provisions of Article XI , shall not preclude assertion by an

Indemnified Party of any other rights or the seeking of any and all other remedies against any Indemnifying Party; *provided* that the procedures set forth in this Article XI shall be the exclusive procedures governing any indemnity action brought under this Agreement.

SECTION 11.10 *Survival* . All covenants and agreements of the Parties contained in this Agreement relating to indemnification shall survive the Distribution Date indefinitely, unless a specific survival or other applicable period is expressly set forth herein.

SECTION 11.11 No Special Damages. **IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS ARTICLE XI OR OTHERWISE IN RESPECT OF THIS AGREEMENT OR ANY OPERATING AGREEMENT FOR EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT, REMOTE, SPECULATIVE OR CONSEQUENTIAL DAMAGES (INCLUDING IN RESPECT OF LOST PROFITS OR REVENUES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT ANY SUCH PARTY INCURS SUCH DAMAGES PAYABLE TO A THIRD PARTY IN CONNECTION WITH A THIRD-PARTY CLAIM, IN WHICH EVENT SUCH DAMAGES SHALL BE RECOVERABLE.**

SECTION 11.12 *Ancillary Agreements* . Notwithstanding anything in this Agreement to the contrary, to the extent any Operating Agreement contains any indemnification obligation or contribution obligation relating to any Marathon Oil Liability, Marathon Petroleum Liability or Transferred Asset contributed, assumed, retained, transferred, delivered, conveyed or governed pursuant to such Operating Agreement, the indemnification obligations and contribution obligations contained herein shall not apply to such Marathon Oil Liability, Marathon Petroleum Liability or Transferred Asset and instead the indemnification obligations and/or contribution obligations set forth in such Operating Agreement shall govern with regard to such Marathon Oil Liability, Marathon Petroleum Liability or Transferred Asset.

ARTICLE XII
DISPUTE RESOLUTION

SECTION 12.1 *Agreement to Arbitrate* . Except as otherwise specifically provided herein or in any Operating Agreement, the procedures for discussion, negotiation and arbitration set forth in this Article XII shall apply to all disputes, controversies or claims (whether sounding in contract, tort or otherwise) that may arise out of or relate to, or arise under or in connection with this Agreement or any Operating Agreement or the transactions contemplated hereby or thereby (including all actions taken in furtherance of the transactions contemplated hereby or thereby on or before the date of this Agreement or the Distribution Date), between or among any of the Marathon Oil Parties and the Marathon Petroleum Parties. Each Party hereto agrees on behalf of itself and its respective Subsidiaries that the procedures set forth in this Article XII shall be the sole and exclusive remedy in connection with any dispute, controversy or claim relating to any of the foregoing matters and irrevocably waives any right to commence any Action in or before any Governmental Authority, except as expressly provided in Section 12.7 (b) and except to the extent provided under the Arbitration Act in the case of judicial review of arbitration results or awards. EACH PARTY ON BEHALF OF ITSELF AND ITS

RESPECTIVE SUBSIDIARIES IRREVOCABLY WAIVES ANY RIGHT TO ANY TRIAL IN A COURT THAT WOULD OTHERWISE HAVE JURISDICTION OVER ANY CLAIM, CONTROVERSY OR DISPUTE SET FORTH IN THE FIRST SENTENCE OF THIS SECTION 12.1 .

SECTION 12.2 *Escalation* .

(a) The Parties hereto agree to use commercially reasonable efforts to resolve expeditiously any dispute, controversy or claim between them or any of their respective Subsidiaries with respect to the matters covered hereby that may arise from time to time on a mutually acceptable negotiated basis. In furtherance of the foregoing, any Party hereto involved in a dispute, controversy or claim may deliver a notice (an "Escalation Notice") demanding an in-person meeting involving representatives of the Parties hereto at a senior level of management of the Parties hereto (or if the Parties hereto agree, of the appropriate strategic business unit or division within each Party). A copy of any such Escalation Notice shall be given to the General Counsel, or like officer, of each Party involved in the dispute, controversy or claim (which copy shall state that it is an Escalation Notice pursuant to this Agreement). Any agenda, location or procedures for such discussions or negotiations between the Parties may be established by the Parties from time to time; *provided, however* , that the Parties shall use commercially reasonable efforts to meet within 30 days of the Escalation Notice.

(b) If the Parties are unable to resolve the dispute within 30 business days after the date of the Escalation Notice, any Party hereto will have the right to begin arbitration and submit an Arbitration Demand Notice in accordance with Section 12.3 .

(c) The Parties may, by mutual consent, select a mediator to aid the Parties in their discussions and negotiations. Any opinion expressed by any such mediator shall be strictly advisory and shall not be binding on the Parties, nor shall any opinion expressed by any such mediator be admissible in any arbitration proceedings. Costs of any mediation shall be borne equally by the Parties, except that each Party shall be responsible for its own expenses. Mediation is not a prerequisite to a demand for arbitration under Section 12.3 .

(d) The Parties agree that all discussions, negotiations and other information exchanged between the Parties during the foregoing proceedings will be without prejudice to the legal position of a Party in any subsequent Action.

SECTION 12.3 *Procedures for Arbitration.*

(a) At any time following the 30 business day period set forth in Section 12.2(b) (the "Arbitration Demand Date"), any Party involved in the dispute, controversy or claim (regardless of whether such Party delivered the Escalation Notice) may, unless the Applicable Deadline (as hereinafter defined) has occurred, make a written demand (the "Arbitration Demand Notice") that the dispute be resolved by binding arbitration, which Arbitration Demand Notice shall be given to the Parties to the dispute, controversy or claim in the manner set forth in Section 14.9 . If any Party shall deliver an Arbitration Demand Notice to another Party, such other Party may itself deliver an Arbitration Demand Notice to such first Party with respect to any related dispute, controversy or claim with respect to which the Applicable Deadline has not passed without the

requirement of delivering an Escalation Notice. No Party may assert that the failure to resolve any matter during any discussions or negotiations, the course of conduct during the discussions or negotiations or the failure to agree on a mutually acceptable time, agenda, location or procedures for the meeting, in each case, as contemplated by Section 12.2 , is a prerequisite to a demand for arbitration under this Section 12.3 . If either Party delivers an Arbitration Demand Notice with respect to any dispute, controversy or claim that is the subject of any then pending arbitration proceeding or of a previously delivered Arbitration Demand Notice, all such disputes, controversies and claims shall be resolved in the arbitration proceeding for which an Arbitration Demand Notice was first delivered unless the arbitrator in his or her sole discretion determines that it is impracticable or otherwise inadvisable to do so.

(b) Except as may be expressly provided in any Operating Agreement, any Arbitration Demand Notice may be given until two years after the later of (i) the occurrence of the act or event giving rise to the underlying claim (it being understood that in the case of a Third-Party Claim, such date shall be the date of assertion of the Third-Party Claim rather than the act or event underlying the Third-Party Claim) and (ii) the date on which such act or event was, or should have been, in the exercise of reasonable due diligence, discovered by the Party asserting the claim (as applicable and as it may in a particular case be specifically extended by the Parties in writing, the "Applicable Deadline"). Any discussions, negotiations or mediations between the Parties pursuant to this Agreement or otherwise will not toll the Applicable Deadline unless expressly agreed in writing by the Parties. Each Party agrees, on behalf of itself and its respective Subsidiaries, that, if an Arbitration Demand Notice with respect to a dispute, controversy or claim is not given prior to the expiration of the Applicable Deadline, such dispute, controversy or claim will be barred. Subject to Section 12.7(d) , upon delivery of an Arbitration Demand Notice pursuant to Section 12.3(a) prior to the Applicable Deadline, the dispute, controversy or claim shall be decided by one or more arbitrators in accordance with the rules set forth in this Article XII .

SECTION 12.4 *Selection of Arbitrator.*

(a) Except as otherwise set forth herein, any arbitration hereunder will be conducted in accordance with the American Arbitration Association (the "AAA") Comprehensive Arbitration Rules and Procedures then prevailing. Unless the Parties otherwise agree, any such arbitration shall be conducted by and before a single arbitrator. Within 16 days following the delivery of any Arbitration Demand Notice hereunder, the Parties shall jointly request AAA to nominate ten candidates to act as arbitrator with respect to the dispute, by written notice to the Parties (*provided , however* , that, if the Party that submitted the Arbitration Demand Notice is unable to obtain the cooperation of the other Party to make such joint request, the Party that submitted such notice may make the request on behalf of both parties). Within 10 days following their receipt of such notice from AAA, the Parties shall concurrently exchange their respective rankings of the ten candidates and shall seek to select the arbitrator by mutual agreement. If the Parties do not reach agreement on the selection of the arbitrator within 20 days following their receipt of the notice from AAA providing the ten candidates (as evidenced by their joint notice of selection to AAA), the selection shall be made by AAA, which selection will take into account the Parties' rankings of the candidates referred to in the immediately preceding sentence, if such rankings are provided to AAA. If the Parties determine, by mutual written agreement, to utilize an arbitration panel, consisting of two or more arbitrators, in connection

with any dispute, each such arbitrator shall be selected pursuant to the procedures set forth in this Section 12.4(a) (and, in that event, any references to the "arbitrator" in this Article XII shall be deemed to refer such arbitration panel or each such arbitrator or any such arbitrator, as the context indicates or requires). Any arbitrator selected pursuant to this Section 12.4(a) shall be neutral and disinterested with respect to each of the Parties and the matter and shall be reasonably competent in the applicable subject matter.

(b) The arbitrator selected pursuant to Section 12.4(a) will set a time for the hearing of the matter, which will commence no later than 180 days after the selection of the arbitrator pursuant to Section 12.4(a) . The arbitrator may extend such period at his or her discretion pursuant to a reasoned request from either Party or on his or her own initiative if it is necessary to do so. The arbitrator shall use his or her best efforts to reach a final decision and render the same in writing to the Parties not later than 60 days after the last hearing date, unless otherwise agreed by the Parties in writing. Failure of the arbitrator to do so, however, shall not be a basis for challenging the decision.

SECTION 12.5 *Hearings* . The arbitrator shall actively manage the arbitration with a view to achieving a just, speedy and cost-effective resolution of the dispute, claim or controversy. The arbitrator shall determine whether an oral hearing is required or whether the dispute should be submitted for a judgment or decision based on written submissions, verified witness statements and other written evidence. The arbitrator may, in his or her sole discretion, set time and other limits on the presentation of each Party's case, its memoranda or other submissions, and refuse to receive any proffered evidence that the arbitrator finds to be cumulative, unnecessary, irrelevant or of low probative nature. The decision of the arbitrator will be final and binding on the Parties, and judgment thereon may be had and will be enforceable in any court having jurisdiction over the Parties. Arbitration awards will bear interest from the date of the award at an annual rate of the Prime Rate plus 2%. To the extent that the provisions of this Agreement and the prevailing rules of the AAA conflict, the provisions of this Agreement shall govern.

SECTION 12.6 *Discovery and Certain Other Matters.*

(a) Discovery procedures available in litigation before the courts shall not apply in any arbitration proceedings hereunder. Any Party involved in the applicable dispute, controversy or claim may request limited document production from the other Party or Parties of specific and expressly relevant documents, with the reasonable expenses of the producing Party or Parties incurred in such production paid by the requesting Party. Any such discovery shall be conducted expeditiously and shall not cause the hearing provided for in Section 12.5 to be adjourned except upon consent of both Parties or upon a showing of cause demonstrating that such adjournment is necessary to permit discovery essential to a Party to the proceeding. Depositions, interrogatories or other forms of discovery (other than the document production set forth above) shall not occur except by consent of all Parties involved in the applicable dispute, controversy or claim. Disputes concerning the scope of document production and enforcement of the document production requests will be referred to the arbitrator for resolution. All discovery requests will be subject to the Parties' rights to claim any applicable privilege. The arbitrator will adopt procedures to protect the proprietary rights of the Parties and to maintain the confidential treatment of the arbitration proceedings (except as may be required by applicable law). Subject

to the foregoing, the arbitrator shall have the power to issue subpoenas to compel the production of documents relevant to the dispute, controversy or claim.

(b) The arbitrator shall have full power and authority to determine issues of arbitrability but shall otherwise be limited to interpreting or construing the applicable provisions of this Agreement or any Operating Agreement, and will have no authority or power to limit, expand, alter, amend, modify, revoke or suspend any condition or provision of this Agreement or any Operating Agreement; it being understood, however, that the arbitrator will have full authority to implement the provisions of this Agreement or any Operating Agreement and to fashion appropriate remedies for breaches of this Agreement (including interim or permanent injunctive relief); *provided, however* , that the arbitrator shall not have (i) any authority in excess of the authority a court having jurisdiction over the Parties and the controversy or dispute would have absent these arbitration provisions or (ii) any right or power to award exemplary, punitive, special, indirect, consequential, remote or speculative damages (including in respect of lost profits or revenues) or treble damages (provided that this clause (ii) shall not limit the award of any such damages to the extent they are included in any Liabilities to third parties as to which the provisions of this Article XII are applicable). It is the intention of the Parties that in rendering a decision the arbitrator gives effect to the applicable provisions of this Agreement and the Operating Agreements and follow applicable law (it being understood and agreed that this sentence shall not give rise to a right of judicial review of the award of the arbitrator).

(c) If a Party fails or refuses to appear at and participate in an arbitration hearing after due notice, the arbitrator may hear and determine the controversy upon evidence produced by the appearing Party. Any decision rendered under such circumstances shall be as valid and enforceable as if the Parties had appeared and participated fully at all stages.

(d) The fees of the arbitrator and all other arbitration costs shall be borne equally by each Party involved in the matter, except that each Party shall be responsible for its own attorney's fees and other costs and expenses, including the costs of witnesses selected by such Party.

SECTION 12.7 *Certain Additional Matters.*

(a) Any arbitration award shall be an award with a holding in favor of or against a Party and shall include findings as to facts, issues or conclusions of law (including with respect to any matters relating to the validity or infringement of patents or patent applications) and shall include a statement of the reasoning on which the award rests. The award must also be in adequate form so that a judgment of a court may be entered thereupon. Judgment upon any arbitration award hereunder may be entered in any court having jurisdiction thereof. Any award shall not be vacated or appealed except on the bases of (i) the award being procured by fraud or corruption, (ii) the arbitrator being partial or corrupt, (iii) the arbitrator wrongfully refusing to postpone a hearing or hear evidence, or (iv) the arbitrator exceeding the scope of the power granted to the arbitrator in this Agreement.

(b) Regardless of whether an Escalation Notice has been delivered, prior to the time at which the arbitrator is appointed pursuant to Section 12.4 , either Party may seek one or more temporary restraining orders in a court of competent jurisdiction if necessary in order to preserve

and protect the status quo. Neither the request for, nor the grant or denial of, any such temporary restraining order shall be deemed a waiver of the obligation to arbitrate as set forth herein, and the arbitrator may order the Parties to petition the court to dissolve, continue or modify any such order. Any such temporary restraining order shall remain in effect until the first to occur of the expiration of the order in accordance with its terms or the dissolution thereof.

(c) Except as required by law, the Parties shall hold, and shall cause their respective officers, directors, employees, agents and other representatives to hold, the existence, content and result of mediation or arbitration in confidence in accordance with the provisions of Article XIII and except as may be required in order to enforce any award. Each of the Parties shall request that the arbitrator comply with such confidentiality requirement.

(d) If at any time the arbitrator shall fail to serve as such for any reason, the Parties shall select a new arbitrator who shall be disinterested as to the Parties and the matter in accordance with the procedure set forth herein for the selection of the initial arbitrator. The extent, if any, to which testimony previously given shall be repeated or as to which the replacement arbitrator elects to rely on the stenographic record (if there is one) of such testimony shall be determined by the arbitrator.

SECTION 12.8 *Continuity of Service and Performance* . Unless otherwise agreed in writing, the Parties will continue to provide service and honor all other commitments under this Agreement and each Operating Agreement during the course of dispute resolution pursuant to the provisions of this Article XII with respect to all matters not subject to such dispute, controversy or claim to the extent such Party is obligated to do so pursuant to the underlying agreement.

SECTION 12.9 *Law Governing Arbitration Procedures* . The interpretation of the provisions of this Article XII , only insofar as they relate to the agreement to arbitrate and any procedures pursuant thereto, shall be governed by the Arbitration Act and other applicable U.S. federal law. In all other respects, the interpretation of this Agreement shall be governed as set forth in Section 14.2 .

SECTION 12.10 *Choice of Forum* . Any arbitration proceedings hereunder shall take place in Atlanta, Georgia, unless another location is otherwise agreed to in writing by the Parties.

ARTICLE XIII
ACCESS TO INFORMATION AND SERVICES

SECTION 13.1 *Agreement for Exchange of Information.*

(a) At all times from and after the Distribution Date for a period of ten years, as soon as reasonably practicable after written request: (i) Marathon Oil shall afford to the Marathon Petroleum Parties and their authorized accountants, counsel and other designated representatives reasonable access during normal business hours to, or, at Marathon Petroleum's written request and expense, provide copies of, all records, books, contracts, instruments, data, documents and other information (collectively, "Information") in the possession or under the control of Marathon Oil immediately following the Distribution Date to the extent relating to Marathon Petroleum, the Marathon Petroleum Business immediately following the Distribution Date or the

employees of the Marathon Petroleum Business; and (ii) Marathon Petroleum shall afford to the Marathon Oil Parties and their authorized accountants, counsel and other designated representatives reasonable access during normal business hours to, or, at Marathon Oil's written request and expense, provide copies of, all Information in the possession or under the control of Marathon Petroleum immediately following the Distribution Date to the extent relating to Marathon Oil, the Marathon Oil Business immediately following the Distribution Date or the employees of the Marathon Oil Business; *provided, however* , that in the event that either Marathon Oil or Marathon Petroleum determines that any such provision of or access to Information would be commercially detrimental in any material respect, violate any law or agreement or waive any attorney client privilege, the work product doctrine or other applicable privilege, the Parties shall take all reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence.

(b) Any Party hereto may request Information under Section 13.1 or Section 13.7 : (i) to comply with reporting, disclosure, filing or other requirements imposed on the requesting Party (including under applicable securities laws) by a Governmental Authority having jurisdiction over the requesting Party; (ii) for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims defense, regulatory filings, litigation or other similar requirements; (iii) for use in compensation, benefit or welfare plan administration or other bona fide business purposes; or (iv) to comply with its obligations under this Agreement or any Operating Agreement.

(c) Without limiting the generality of the foregoing, until the end of the first full fiscal year of Marathon Petroleum occurring after the Distribution Date (and for a reasonable period of time afterwards as required for each Party to prepare consolidated financial statements or complete a financial statement audit for the fiscal year during which the Distribution Date occurs), each Party shall use its commercially reasonable efforts to cooperate with the other Party's Information requests to enable the other Party to meet its timetable for dissemination of its earnings releases and financial statements and enable such other Party's independent registered public accounting firm to timely complete their audit of the annual financial statements and review of the quarterly financial statements.

(d) Notwithstanding any other provision of this Article XIII , neither Party shall be required to deliver or make available to the other books and records or portions thereof which are subject to any applicable law, rule or regulation or confidentiality agreements which would by their terms prohibit such delivery; provided, however, if requested by the other Party, such Party shall use commercially reasonable efforts to seek a waiver of or other relief from such confidentiality restriction.

(e) To the extent any books or records are subject to restrictions or limitations set forth the Employee Matters Agreement, such restrictions and limitations shall apply to such books or records, notwithstanding any provisions of this Agreement.

(f) The Parties' obligations to provide Information and cooperation with respect to taxes shall be governed by the Tax Sharing Agreement, and not by this Section 13.1 .

SECTION 13.2 *Ownership of Information* . After the Effective Time, the Marathon Oil Parties shall own all Information, including all trade secrets, and all copyrights in any tangible expressions thereof, then in the possession or under the control of the Marathon Oil Parties or the Marathon Petroleum Parties, relating primarily to the Marathon Oil Business. The Marathon Oil Parties hereby grant the Marathon Petroleum Parties a nonexclusive, nonassignable, worldwide, royalty-free, perpetual license to use any such Information being used by the Marathon Petroleum Parties as of the Effective Time as permitted by the policies and procedures in effect within Marathon Oil and its Subsidiaries (including Marathon Petroleum and its Subsidiaries) immediately prior to the Effective Time. After the Effective Time, the Marathon Petroleum Parties shall own all Information, including all trade secrets, and all copyrights in any tangible expressions thereof, then in the possession or under the control of the Marathon Oil Parties or the Marathon Petroleum Parties, relating primarily to the Marathon Petroleum Business. The Marathon Petroleum Parties hereby grant the Marathon Oil Parties a nonexclusive, nonassignable, worldwide, royalty-free, perpetual license to use any such Information being used by the Marathon Oil Parties as of the Effective Time as permitted by the policies and procedures in effect within Marathon Oil and its Subsidiaries (including Marathon Petroleum and its Subsidiaries) immediately prior to the Effective Time. Notwithstanding the above: (i) all Information, including all trade secrets, and all copyrights in any tangible expressions thereof, relating to gas-to-fuels, gas-to-liquids hydrates, SCRUB (kinetic cracking), solvent extraction, oil sands tailings recovery, and down-hole technologies shall be the property of Marathon Oil or MOC; and (ii) all Information, including all trade secrets, and all copyrights in any tangible expressions thereof, relating to refined products pricing, retail marketing, or to Marathon Petroleum refineries, pipelines, terminals, tugs or barges, shall be the property of Marathon Petroleum. Any Information owned by one Party that is provided to a requesting Party pursuant to Section 13.1 shall be deemed to remain the property of the providing Party. Except as specifically set forth herein, nothing contained in this Agreement shall be construed to grant or confer rights of license or otherwise in any such Information.

SECTION 13.3 *Compensation for Providing Information* . The Party requesting Information agrees to reimburse the providing Party for the reasonable costs, if any, of gathering and copying such Information, to the extent that such costs are incurred for the benefit of the requesting Party. Except as otherwise specifically provided in this Agreement, such costs shall be computed in accordance with the providing Party's standard methodology and procedures, if any, and if there is no such standard methodology and procedures, then on a commercially reasonable basis.

SECTION 13.4 *Retention of Records* . To facilitate the possible exchange of Information pursuant to this Article XIII after the Distribution Date, except as otherwise required or agreed in writing, or as otherwise provided in the Tax Sharing Agreement, the Parties hereto agree to use commercially reasonable efforts to retain all Information in their respective possession or control on the Distribution Date in accordance with the policies and procedures of Marathon Oil as in effect on the Distribution Date or such other commercially reasonable policies and procedures as may be adopted by the applicable Party after the Distribution Date as provided herein. For a period of ten years following the Distribution Date, prior to amending in any material respect its policies and/or legal hold procedures with respect to retention of Information held by such Party as of the Effective Time, the Party proposing to amend its policies and/or legal hold procedures shall, to the extent practicable, provide no less than 30

days' prior written notice to the other Party, specifying the amendments proposed to be made, and if, prior to the scheduled date for implementation of such amended policies and/or legal hold procedures, the other Party requests in writing that implementation of such amended policies and/or legal hold procedures be delayed, the other Party shall defer implementation for an additional 30 days and shall discuss in good faith during such 30-day period the written concerns and objections of the other Party. Notwithstanding the foregoing, no Party hereto shall be required to delay implementation of any amendment to Information retention policies and legal hold procedures to the extent such amendments are required by applicable law.

SECTION 13.5 *Limitation of Liability* . Except as expressly provided in this Agreement, no Party shall have any liability to the other Party (a) if any Information exchanged or provided pursuant to this Agreement is found to be inaccurate, in the absence of willful misconduct or fraud by the Party providing such Information, or (b) if any Information is destroyed despite using commercially reasonable efforts to comply with the provisions of Section 13.4 .

SECTION 13.6 *Production of Witnesses* . At all times from and after the Distribution Date, each Party shall use commercially reasonable efforts to make available to the other Party (without cost (other than reimbursement of actual Out-of-Pocket Expenses) to, and upon prior written request of, the other Party) its directors, officers, employees and agents as witnesses to the extent that the same may reasonably be required by the other Party (giving consideration to business demands of such directors, officers, employees and agents) in connection with any legal, administrative or other proceeding in which the requesting Party may from time to time be involved with respect to the Marathon Petroleum Business, the Marathon Oil Business or any transactions contemplated hereby; *provided* , *however* , that direct claims or proceedings solely involving claims by one Party against the other Party shall be governed by the provisions of Article XII .

SECTION 13.7 *Sharing of Knowledge* . For a period of two years following the Distribution Date, subject to any limitations set forth in any Operating Agreement, as soon as reasonably practicable after written request: (i) to the extent that information or knowledge with respect to the Marathon Petroleum Business is available through discussions with employees of the Marathon Oil Parties, Marathon Oil shall make such employees reasonably available to Marathon Petroleum to provide such information or knowledge; and (ii) to the extent that information or knowledge relating to the Marathon Oil Business is available through discussions with employees of the Marathon Petroleum Parties, Marathon Petroleum shall make such employees reasonably available to Marathon Oil to provide such information or knowledge; *provided, however* , that in the event that either Marathon Oil or Marathon Petroleum determines that any such provision of such information or knowledge would be commercially detrimental in any material respect, violate any law or agreement or waive any attorney-client privilege, the work product doctrine or other applicable privilege, the Parties shall take all reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence. The Party receiving information or knowledge shall retain such information or knowledge in accordance with the policies and procedures of Marathon Oil as in effect on the Distribution Date.

SECTION 13.8 *Confidentiality.*

(a) From and after the Distribution Date, each of Marathon Oil and Marathon Petroleum shall hold, and shall cause their respective Subsidiaries and its and their directors, officers, employees, agents, consultants, advisors, and other representatives (collectively, "Representatives") to hold, in strict confidence, with at least the same degree of care that applies to Marathon Oil's confidential and proprietary information pursuant to policies in effect as of the Distribution Date or such other procedures as may reasonably be adopted by the receiving Party after the Distribution Date, all Confidential Information of the disclosing Party or any of its Subsidiaries obtained by it prior to the Distribution Date, accessed by it pursuant to Section 13.1 or furnished to it by or on behalf of the disclosing Party or any of its Subsidiaries pursuant to this Agreement or, to the extent not addressed in an Operating Agreement, any agreement contemplated hereby, shall not use such Confidential Information (except as contemplated by this Agreement, an Operating Agreement or any agreement contemplated hereby) and shall not release or disclose such Confidential Information to any other Person, except its Representatives, who shall be bound by the provisions of this Section 13.8 ; *provided, however* , Confidential Information does not include information that a receiving Party can show that such information (A) has been published or has otherwise become available to the general public as part of the public domain without breach of this Agreement, (B) has been furnished or made known to the receiving Party without any obligation to keep it confidential by a Third Party under circumstances which are not known to the receiving Party to involve a breach of the Third Party's obligations to a Party or (C) was developed independently of information furnished or made available to the receiving Party as contemplated under this Agreement. Each of Marathon Oil and Marathon Petroleum, respectively, shall be responsible for any breach of this Section 13.8 by any of its Representatives.

(b) If a Party is required to produce Confidential Information that it received from the disclosing Party in response to a subpoena or other demand for disclosure of a Governmental Authority, or in order to obtain or maintain any required governmental approval or comply with any applicable law, rule or regulation, any accounting or SEC disclosure obligation or any rule of any stock exchange on which the shares of such Party's stock have been or will be traded, such Party shall, to the extent legally permissible, provide prior written notice to the disclosing Party before producing such Confidential Information. Upon receipt of such notice, the disclosing Party shall promptly (i) seek an appropriate protective order or (ii) waive the confidentiality obligations hereunder to the extent necessary to permit the other Party to respond to the demand or fully satisfy the relevant requirement or obligation. If a Party is nonetheless legally compelled to disclose Confidential Information and the disclosing Party does not promptly respond as required by this Section 13.8(b) , such Party may disclose the Confidential Information described in such Party's prior written notice to the extent necessary to respond to the demand or fully satisfy the relevant requirement or obligation.

(c) Without limiting the generality of Section 13.8(a) from and after the Distribution Date, each of Marathon Oil and Marathon Petroleum will implement and maintain security measures with at least the same degree of care that applies to Marathon Oil's confidential and proprietary information pursuant to policies in effect as of the Distribution Date or such other procedures as may reasonably be adopted by the receiving Party after the Distribution that are designed to: (i) secure and maintain the confidentiality of Confidential Information of the other Party; (ii) protect Confidential Information of the other Party against anticipated threats or

hazards; and (iii) protect against loss or theft or unauthorized access, copying, disclosure, loss, damage, modification or use of Confidential Information of the disclosing Party.

(d) Each of Marathon Oil and Marathon Petroleum agrees on behalf of itself and their respective Subsidiaries that in the performance of its obligations under this Agreement or the Operating Agreements, it is a "data processor" to the extent it "processes personal data" on behalf of the other Party within a European Economic Area country or received from the other Party's operations in such a country. The terms "data processor," "processes personal data" and "data controller" shall have the meaning given or applicable to them in the European Union's Directive 95/46/EC regarding the protection of personal data.

(e) Each recipient of Confidential Information of the other may utilize and enhance its knowledge and experience retained in intangible form in the unaided memories of its Representatives as a result of developing, working with, or viewing the other Party's Confidential Information (collectively, "Unaided Knowledge"). So long as the recipient otherwise complies with Section 13.8 of this Agreement, the recipient may develop, disclose, market, transfer and/or use Unaided Knowledge, and the other Party shall not have any rights in the works created using such Unaided Knowledge nor any rights to compensation related to the recipient's use of such Unaided Knowledge, nor any rights in the recipient's business endeavors.

(f) Each of Marathon Oil and Marathon Petroleum acknowledges that the disclosing Party would not have an adequate remedy at law for the breach by the receiving Party of any one or more of the covenants contained in this Section 13.8 and agrees that, in the event of such breach, the disclosing Party may, in addition to the other remedies that may be available to it, apply to a court for an injunction to prevent breaches of this Section 13.8 and to enforce specifically the terms and provisions of this Section 13.8 . Notwithstanding any other Section hereof, the provisions of this Section 13.8 shall survive the Distribution Date indefinitely.

(g) This Section 13.8 shall not apply with respect to Confidential Information furnished to the receiving Party or accessed by the receiving Party pursuant to a Commercial Agreement, except to the extent that such Commercial Agreement incorporates the provisions of this Section 13.8 by reference.

(h) Notwithstanding the limitations set forth in this Section 13.8 , with respect to financial and other information related to the Marathon Petroleum Parties for the periods during which such Marathon Petroleum Parties were Subsidiaries of Marathon Oil, Marathon Oil shall be permitted to disclose such information in its earnings releases, investor calls, rating agency presentations and other similar disclosures to the extent such information has customarily been included by Marathon Oil in such disclosures and in its reports, statements or other documents filed or furnished with the SEC in accordance with applicable law, rules or regulations.

SECTION 13.9 *Privileged Matters* .

(a) Each of Marathon Oil and Marathon Petroleum agrees to use commercially reasonable efforts to maintain, preserve and, following the written request of the other Party, assert all privileges, including privileges arising under or relating to the attorney-client relationship (which shall include the attorney-client and work product privileges), not heretofore

waived, that relate to the Marathon Petroleum Business or the Marathon Oil Business for any period prior to the Distribution Date (each a "Privilege"). Each Party hereto acknowledges and agrees that any costs associated with asserting any Privilege shall be borne by the Party requesting that such Privilege be asserted. Each Party agrees that it shall not knowingly waive any Privilege that could be asserted under applicable law without the prior written consent of the other Party. Each Party agrees that it will not produce or disclose any information that it believes or has reason to believe may be covered by a Privilege of the other Party under this Section 13.9 unless (i) the other Party has provided its written consent to such production or disclosure (which consent shall not be unreasonably withheld, conditioned or delayed) or (ii) a court of competent jurisdiction has entered a final, nonappealable order finding that the information is not entitled to protection under any applicable Privilege. The rights and obligations created by this Section 13.9 shall apply to all information relating to the Marathon Oil Business or the Marathon Petroleum Business as to which, but for the Distribution, either Party would have been entitled to assert or did assert the protection of a Privilege ("Privileged Information"), including (i) any and all information generated prior to the Distribution Date but which, after the Distribution, is in the possession of either Party and (ii) all information generated, received or arising after the Distribution Date that refers to or relates to Privileged Information generated, received or arising prior to the Distribution Date.

(b) Upon receipt by either Party of any subpoena, discovery or other request that may call for the production or disclosure of Privileged Information or if either Party obtains knowledge that any current or former employee of Marathon Oil or Marathon Petroleum has received any subpoena, discovery or other request that may call for the production or disclosure of Privileged Information of the other Party, such Party shall notify promptly the other Party of the existence of the request and shall provide the other Party a reasonable opportunity to review the information and to assert any rights it may have under this Section 13.9 or otherwise to prevent the production or disclosure of Privileged Information.

(c) Marathon Oil's transfer of books and records and other information to Marathon Petroleum, and Marathon Oil's agreement to permit Marathon Petroleum to possess Privileged Information existing or generated prior to the Distribution Date, are made in reliance on Marathon Petroleum's agreement, as set forth in Section 13.8 and Section 13.9 , to maintain the confidentiality of Privileged Information and to assert and maintain all applicable Privileges. The access to information being granted pursuant to Section 13.1 , the agreement to provide witnesses and individuals pursuant to Section 13.6 and the transfer of Privileged Information to Marathon Petroleum pursuant to this Agreement shall not be deemed a waiver of any Privilege that has been or may be asserted under this Section 13.9 or otherwise. Nothing in this Agreement shall operate to reduce, minimize or condition the rights granted to Marathon Oil in, or the obligations imposed upon Marathon Petroleum by, this Section 13.9 . Marathon Petroleum's transfer of books and records and other information to Marathon Oil, and Marathon Petroleum's agreement to permit Marathon Oil to possess Privileged Information existing or generated prior to the Distribution Date, are made in reliance on Marathon Oil's agreement, as set forth in Section 13.8 and Section 13.9 , to maintain the confidentiality of Privileged Information and to assert and maintain all applicable Privileges. The access to information being granted pursuant to Section 13.1, the agreement to provide witnesses and individuals pursuant to Section 13.6 and the transfer of Privileged Information to Marathon Oil pursuant to this Agreement shall not be deemed a waiver of any Privilege that has been or may be asserted under

this Section 13.9 or otherwise. Nothing in this Agreement shall operate to reduce, minimize or condition the rights granted to Marathon Petroleum in, or the obligations imposed upon Marathon Oil by, this Section 13.9 .

SECTION 13.10 *Attorney Representation* . Marathon Oil, on behalf of itself and the other Marathon Oil Parties, hereby waives any conflict of interest with respect to any attorney who is or becomes an employee of Marathon Petroleum resulting from such person being an employee of Marathon Oil or any of its Subsidiaries (including the Marathon Petroleum Parties) at any time prior to the Distribution and agrees to allow such attorney to represent the Marathon Petroleum Parties in any transaction or dispute with respect to this Agreement, the Operating Agreements, the transactions contemplated hereby and thereby and transactions between the Parties which commence following the Distribution Date. Marathon Petroleum, on behalf of itself and the other Marathon Petroleum Parties, hereby waives any conflict of interest with respect to any attorney who is or becomes an employee of Marathon Oil resulting from such person being an employee of Marathon Petroleum or any of its Subsidiaries (including the Marathon Oil Parties) at any time prior to the Distribution and agrees to allow such attorney to represent the Marathon Oil Parties in any transaction or dispute with respect to this Agreement, the Operating Agreements and the transactions contemplated hereby and thereby and transactions between the Parties which commence following the Distribution Date. In furtherance of the foregoing, each Marathon Oil Party and each Marathon Petroleum Party will, upon request, execute and deliver a specific waiver as may be required in connection with a particular transaction or dispute under the applicable rules of professional conduct in order to effectuate the general waiver set forth above.

SECTION 13.11 *Financial Information Certifications* .

(a) In order to enable the principal executive officer or officers, principal financial officer or officers and controller or controllers of Marathon Oil to make the certifications required of them under Section 302 of the Sarbanes-Oxley Act of 2002, within 30 days following the end of any fiscal quarter during which Marathon Petroleum is a Subsidiary of Marathon Oil, Marathon Petroleum shall provide a certification statement with respect to such quarter or portion thereof to those certifying officers and employees of Marathon Oil, which certification shall be in substantially the same form as had been provided by officers or employees of Marathon Petroleum in certifications delivered prior to the Distribution Date (provided that such certification shall be made by Marathon Petroleum rather than individual officers or employees), or as otherwise agreed upon between the Parties. Such certification statements shall also reflect any changes in certification statements necessitated by the transactions contemplated by this Agreement.

(b) In order to enable the principal executive officer or officers, principal financial officer or officers and controller or controllers of Marathon Petroleum to make the certifications required of them under Section 302 of the Sarbanes-Oxley Act of 2002, within 30 days following the end of any fiscal quarter during which Marathon Petroleum is a Subsidiary of Marathon Oil, Marathon Oil shall provide a certification statement with respect to testing of internal controls for corporate and shared services processes for such quarter or portion thereof to those certifying officers and employees of Marathon Petroleum, which certification shall be in substantially the same form as had been provided by officers or employees of Marathon Oil in certifications

delivered to its principal executive officer, principal financial officer and controller prior to the Distribution Date (provided that such certification shall be made by Marathon Oil rather than individual officers or employees,) or as otherwise agreed upon between the Parties. Such certification statements shall also reflect any changes in certification statements necessitated by the transactions contemplated by this Agreement.

ARTICLE XIV
MISCELLANEOUS

SECTION 14.1 *Entire Agreement* . This Agreement and the Operating Agreements, including the Schedules and Exhibits referred to herein and therein and the documents delivered pursuant hereto and thereto, constitute the entire agreement between any of the Parties hereto with respect to the subject matter contained herein or therein, and supersede all prior agreements, negotiations, discussions, understandings and commitments, written or oral, between any of the Parties hereto with respect to such subject matter.

SECTION 14.2 *Choice of Law* . THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION OR RULE THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

SECTION 14.3 *Amendment* . This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of Marathon Oil, MOC and Marathon Petroleum.

SECTION 14.4 *Waiver* . Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently given for the purposes of this Agreement if, as to any Party, it is in writing signed by an authorized representative of such Party. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, or in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

SECTION 14.5 *Partial Invalidity* . Wherever possible, each provision hereof shall be interpreted in such a manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

SECTION 14.6 *Execution in Counterparts* . This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument, but all of which

shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties hereto.

SECTION 14.7 *Successors and Assigns* . This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns; *provided, however* , that the rights and obligations of any Party under this Agreement shall not be assignable by such Party without the prior written consent of the other Parties hereto. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, liquidation (including successive mergers or liquidations) or otherwise).

SECTION 14.8 *Third-Party Beneficiaries* . Except to the extent otherwise provided in Article IX (solely with respect to the directors and officers insurance policy), Article XI and Section 13.10 , the provisions of this Agreement are solely for the benefit of the Parties and their respective Subsidiaries, Affiliates, successors and permitted assigns and shall not confer upon any Third Party any remedy, claim, liability, reimbursement or other right in excess of those existing without reference to this Agreement or any Operating Agreement.

SECTION 14.9 *Notices* . All notices, requests, claims, demands and other communications required or permitted hereunder shall be in writing and shall be deemed duly given or delivered (i) when delivered personally, (ii) if transmitted by facsimile when confirmation of transmission is received or by email when receipt of such email is acknowledged by return email, (iii) if sent by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing or (iv) if sent by private courier when received; and shall be addressed as follows:

If to Marathon Oil or MOC, to:

Marathon Oil Corporation
5555 San Felipe Street
Houston, Texas 77056-2799
Attention: General Counsel
Facsimile: (713) 296-4375
Email address: sjkerrigan@marathonoil.com

If to Marathon Petroleum, to:

Marathon Petroleum Corporation
539 S. Main Street
Findlay, Ohio 45840
Attention: General Counsel
Facsimile: (419) 421-3124
Email address: jmwilder@marathonpetroleum.com

or to such other address as such Party may indicate by a notice delivered to the other Parties.

SECTION 14.10 *No Reliance on Other Party* . The Parties hereto represent to each other that this Agreement is entered into with full consideration of any and all rights which the Parties hereto may have. The Parties hereto have relied upon their own knowledge and judgment and have conducted such investigations they and their in-house counsel have deemed appropriate regarding this Agreement and the Operating Agreements and their rights in connection with this Agreement and the Operating Agreements. The Parties hereto are not relying upon any representations or statements made by any other Party, or any such other Party's employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in this Agreement. The Parties hereto are not relying upon a legal duty, if one exists, on the part of any other Party (or any such other Party's employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or its preparation, it being expressly understood that no Party hereto shall ever assert any failure to disclose information on the part of any other Party as a ground for challenging this Agreement or any provision hereof.

SECTION 14.11 *Performance* . Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party.

SECTION 14.12 *Force Majeure* . No Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations under this Agreement results from any cause beyond its reasonable control and without its fault or negligence, including acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, labor problems or unavailability of parts, or, in the case of computer systems, any failure in electrical or air conditioning equipment. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay.

SECTION 14.13 *Termination* . Notwithstanding any provisions hereof, this Agreement may be terminated and the Distribution abandoned at any time prior to the Effective Time by and in the sole discretion of Marathon Oil without the prior the approval of Marathon Petroleum, MOC or any other Person. In the event of such termination, this Agreement shall forthwith become void and no Party shall have any liability to any Person by reason of this Agreement or such termination.

SECTION 14.14 *Limited Liability* . Notwithstanding any other provision of this Agreement, no individual who is a stockholder, director, employee, officer, agent or representative of Marathon Petroleum, MOC or Marathon Oil, in such individual's capacity as such, shall have any liability in respect of or relating to the covenants or obligations of Marathon Petroleum, MOC or Marathon Oil, as applicable, under this Agreement or any Operating Agreement or in respect of any certificate delivered with respect hereto or thereto and, to the fullest extent legally permissible, each of Marathon Petroleum, MOC and Marathon Oil, for itself and its respective Subsidiaries and its and their respective stockholders, directors, employees and officers, waives and agrees not to seek to assert or enforce any such liability that any such Person otherwise might have pursuant to applicable law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first above written.

MARATHON OIL CORPORATION

By: _____
Name:
Title:

MARATHON OIL COMPANY

By: _____
Name:
Title:

MARATHON PETROLEUM CORPORATION

By: _____
Name:
Title:

Exhibit 3.1

RESTATED CERTIFICATE OF INCORPORATION
of
MARATHON PETROLEUM CORPORATION

Marathon Petroleum Corporation (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, hereby adopts this Restated Certificate of Incorporation, which accurately restates and integrates the provisions of the existing Certificate of Incorporation of the Corporation as previously amended (as so amended, the "Certificate of Incorporation") and further amends the Certificate of Incorporation as provided in this Restated Certificate of Incorporation, and hereby further certifies that:

1. The name of the Corporation is Marathon Petroleum Corporation. The original certificate of incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on November 9, 2009.

2. The Board of Directors of the Corporation and the sole stockholder of the Corporation have duly adopted this Restated Certificate of Incorporation in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware, as amended or modified from time to time, or any successor statute thereto (the "DGCL").

3. This Restated Certificate of Incorporation shall become effective upon filing with the Secretary of State of the State of Delaware.

4. The Certificate of Incorporation is hereby amended and restated to read in its entirety as follows:

ARTICLE ONE
NAME

The name of the Corporation is Marathon Petroleum Corporation.

ARTICLE TWO
REGISTERED AGENT

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at that address is The Corporation Trust Company.

ARTICLE THREE
CORPORATE PURPOSE

The purpose of the Corporation is to engage in any lawful business, act or activity for which corporations may be organized under the DGCL.

ARTICLE FOUR
AUTHORIZED SHARES

1. Authorized Shares. The aggregate number of shares of capital stock which the Corporation will have authority to issue is 1,030,000,000 (One Billion Thirty Million), of which 1,000,000,000 (One Billion) shares are classified as common stock, par value $.01 per share ("Common Stock"), and of which 30,000,000 (Thirty Million) shares are classified as preferred stock, par value $.01 per share ("Preferred Stock"). The Corporation may issue shares of any class or series of its capital stock for such consideration and for such corporate purposes as the Board of Directors of the Corporation (the "Board") may from time to time determine. Each share of Common Stock shall be entitled to one vote.

2. Preferred Stock. The Preferred Stock may be issued in one or more series. The Board is hereby authorized to issue the shares of Preferred Stock in such series and to fix from time to time before issuance the number of shares to be included in any such series and the designation, powers, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions applicable to such rights. The authority of the Board with respect to each such series will include, without limiting the generality of the foregoing, the determination of any or all of the following:

(a) the number of shares of any series and the designation to distinguish the shares of such series from the shares of all other series;

(b) other than any voting rights required by applicable law, statute, rule or regulation of any governmental authority (collectively, "Applicable Laws"), the voting powers, if any, and whether such voting powers are full or limited in such series;

(c) the redemption provisions, if any, applicable to such series, including the redemption prices, times, rates, adjustments and other terms and conditions of redemption (including the manner of selecting shares of such series for redemption if fewer than all shares of such series are to be redeemed);

(d) whether dividends, if any, will be cumulative, noncumulative or partially cumulative, the dividend rate of such series (or the method of calculation thereof), and the dates, conditions and preferences of dividends on such series;

(e) the rights of such series upon the voluntary or involuntary dissolution of, or upon any distribution of the assets of, the Corporation;

(f) the provisions, if any, pursuant to which the shares of such series are convertible into, or exchangeable for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation, at such price or prices or at such rate or rates of exchange and with such adjustments applicable thereto;

(g) the right, if any, to subscribe for or to purchase any securities of the Corporation;

(h) the provisions, if any, of a sinking fund applicable to such series; and

(i) any other designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof; all as may be determined from time to time by the Board, stated or expressed in the resolution or resolutions providing for the issuance of such Preferred Stock and set forth in a Certificate of Designation for such series of Preferred Stock filed with the Secretary of State of the State of Delaware in accordance with the DGCL (a "Preferred Stock Designation").

3. Consent of Stockholders Not Required. Except as required by the DGCL or other Applicable Laws, any Preferred Stock Designation or this Restated Certificate of Incorporation, a series of Preferred Stock may be authorized, and the terms of any series of Preferred Stock may be amended, without the consent, approval or other action of the holders of Common Stock, of any other series of Preferred Stock or of any other class of capital stock of the Corporation.

4. No Preemptive or Preferential Rights. Except as otherwise may be provided in any Preferred Stock Designation, no holder of any shares of any class or series of capital stock of the Corporation, by reason of the holding of such shares of any class or series of capital stock of the Corporation, will have a preemptive or preferential right to acquire or subscribe for any shares of any class or series of capital stock or other securities (including securities convertible into or exercisable for capital stock) of the Corporation, whether now or hereafter authorized, which may at any time be issued, sold or offered for sale by the Corporation.

5. No Cumulative Voting of Shares. Except as otherwise may be provided in any Preferred Stock Designation, cumulative voting of shares of any class or series of capital stock is prohibited.

ARTICLE FIVE
FOREIGN OWNERSHIP

1. Certain Definitions. For purposes of this Article FIVE:

(a) "Fair Market Value" shall mean the average Market Price of one Share of the same class as the Excess Shares for the twenty (20) consecutive trading days next preceding the date of determination. The "Market Price" for a particular day shall mean (i) the last reported sales price, regular way, or, in case no sale takes place on such day, the average of the reported closing bid and asked prices, regular way, in either case as reported on the New York Stock Exchange, Inc. ("NYSE") composite transactions reporting system or, if the Shares are not then listed or admitted to unlisted trading privileges on the NYSE, as reported on the consolidated reporting system of the principal national securities exchange (then registered as such pursuant to section 6 of the Securities Exchange Act of 1934, as amended or modified from time to time (the "Exchange Act")) on which such capital stock is then listed or admitted to unlisted trading privileges; or (ii) if the Shares are not then listed or admitted to unlisted trading privileges on the NYSE or on any national securities exchange, (A) the average of the closing "bid" and "asked" prices on such day in the over-the-counter market as reported by the NASDAQ Stock Market LLC ("NASDAQ") or (B) if "bid" and "asked" prices for the Shares of the same class on such

day shall not have been reported on NASDAQ, the average of the "bid" and "asked" prices for such day as furnished by any NYSE member firm regularly making a market in and for the Shares. If the Shares are not publicly traded, the Fair Market Value thereof shall mean the fair value of one Share of the same class as the Excess Shares, as determined in good faith by the Board, which determination shall be conclusive.

(b) "Maritime Laws" means the Foreign Dredge Act of 1906, 46 U.S.C. section 55109, as amended; the Merchant Marine Act of 1920, 46 U.S.C. section 55101, et seq., as amended; the Shipping Act of 1916, 46 U.S.C. section 50501, as amended; and any other U.S. maritime, shipping, and vessel statutes, common laws, regulations and binding publications requiring or relating to the ownership or control of the Corporation for purposes of qualifying to own and operate vessels in coastwise trade as a U.S. Citizen, as the same may be amended or modified from time to time.

(c) "Non-U.S. Citizen" shall mean any Person other than a U.S. Citizen.

(d) to "Own" or to be an "Owner" of any Shares or other equity interests, means (i) to hold such Shares of record (with the power to act on behalf of the beneficial holder), or to be considered a "beneficial owner" of such Shares or other equity interests, as that term is defined pursuant to Rule 13d-3 promulgated by the Securities and Exchange Commission under the Exchange Act, as such rule may be amended or modified from time to time, or any successor rule thereto; (ii) to be entitled to dividends or other distributions in respect of such Shares or other equity interests; or (iii) to otherwise control, or be permitted to exercise control over, such Shares or other equity interests, with the Board being authorized to determine reasonably the meaning of such control for this purpose pursuant to the guidelines set forth in Subpart C (sections 67.30-67.47) of Title 46 of the Code of Federal Regulations, as the same may be amended or modified from time to time.

(e) "Permitted Percentage" means a percentage that is equal to two percent (2%) less than the percentage that would cause the Corporation to be no longer qualified as a U.S. Citizen to engage in coastwise trade under the Maritime Laws. As of the date of the adoption of this Restated Certificate of Incorporation, the Permitted Percentage is twenty-three percent (23%). In determining whether or not the Permitted Percentage has been exceeded, the total number of Shares shall include only those Shares issued and outstanding in the relevant class and shall exclude Shares of such class, if any, held in the treasury of the Corporation.

(f) "Person" means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other entity.

(g) "U.S. Citizen" means: (i) an individual who is a native-born, naturalized or derivative citizen of the United States, or otherwise qualifies as a United States citizen; (ii) a partnership of which all of its general partners are citizens of the United States and at least seventy-five percent (75%) of the interest in the partnership is Owned by citizens of the United States; (iii) a trust whereby each of its trustees is a citizen of the United States, each beneficiary with an enforceable interest in the trust is a citizen of the United States, and at least seventy-five percent (75%) of the interest in the trust is Owned by citizens of the United States; (iv) an

association or joint venture if each of its members is a citizen of the United States; (v) a corporation if (A) it is incorporated under the laws of the United States or of a State of the United States or a political subdivision thereof, or any other territory or possession of the United States, (B) its chief executive officer, by whatever title, and its Chairman of the Board are citizens of the United States, (C) no more of its directors are non-citizens than a minority of the number necessary to constitute a quorum, and (D) at least seventy-five percent (75%) of the equity interests in the corporation is Owned by citizens of the United States; (vi) a governmental entity that is an entity of the federal government of the United States or of the government of a State of the United States or a political subdivision thereof, or any other territory or possession of the United States, all as further defined in Subpart C (sections 67.30-67.47) of Title 46 of the Code of Federal Regulations, as the same may be amended or modified from time to time. With respect to a limited liability company, a "U.S. Citizen" shall mean an entity that meets the requirements of clause (ii) above, and, if the limited liability company has a chief executive officer, by whatever title, or a board of managers or directors, then it shall also meet the relevant requirements of clause (v) above.

2. Foreign Ownership and Control Restricted. The purpose of this Article FIVE is to limit the ownership and control of the Corporation by Non-U.S. Citizens to ensure that the Corporation remains qualified to own and operate vessels engaged in coastwise trade as a U.S. Citizen under the Maritime Laws. At no time shall Non-U.S. Citizens, individually or in the aggregate, be permitted to Own greater than the Permitted Percentage of any class of capital stock of the Corporation ("Shares"). If at any time Non-U.S. Citizens, individually or in the aggregate, become the Owners of more than the Permitted Percentage of any class of Shares, the Corporation shall have the power to take the actions prescribed in paragraphs 4, 5 and 6 of this Article FIVE. Notwithstanding the foregoing, the Preferred Stock Designation for any series of Preferred Stock authorized in accordance with Article FOUR may provide that such series of Preferred Stock is excluded from the restrictions set forth in, and the application of, this Article FIVE.

3. Implementation. The Corporation is authorized to effect any and all measures and to make any and all determinations reasonably necessary or desirable (consistent with Applicable Laws and this Restated Certificate of Incorporation) to fulfill the purpose and implement the provisions of this Article FIVE, including without limitation: (a) requiring one or more Owner(s) of Shares to confirm his, her or its citizenship status and/or to provide citizenship certificates or other reasonable evidence of his, her or its citizenship status from time to time, and suspending voting, dividend and other distribution rights with respect to any Shares held by such Owner(s) until such confirmation and/or evidence is received; (b) maintaining the share transfer records of the Corporation in such a manner so that the percentage of any class of Shares that is Owned by U.S. Citizens and by Non-U.S. Citizens can be determined and confirmed; (c) obtaining, as a condition precedent to the transfer on the records of the Corporation, representations, citizenship certificates and/or other evidence as to the identity and citizenship status from all transferees (and from any recipient upon original issuance) of any Shares and, if such transferee (or recipient) is acting as a fiduciary or nominee for another Owner, such other Owner, and the registration of transfer (or original issuance) shall be denied upon refusal of such transferee (or recipient) to make such representations and/or furnish such citizenship certificates or other evidence; (d) recording in the share records of the Corporation and/or on registrations of transfer (or original issue) whether or not the Owner(s) of each issued and outstanding Share is a U.S.

Citizen. The Corporation is authorized to take such other ministerial actions or make such interpretations as it may deem necessary or advisable in order to implement the purpose and the policy set forth in paragraph 2 of this Article FIVE.

4. Restrictions on Transfer. Any transfer, or attempted transfer, of any Share(s), the effect of which would be to cause one or more Non-U.S. Citizens, individually or in the aggregate, to Own Shares of any class of capital stock in excess of the Permitted Percentage, shall be void and ineffective as against the Corporation, and neither the Corporation nor its transfer agent or registrar shall be required to (a) register such transfer or purported transfer on the share records of the Corporation or (b) recognize the transferee or purported transferee thereof as a stockholder of the Corporation for any purpose whatsoever except to the extent necessary to effect any remedy available to the Corporation pursuant to this Article FIVE.

5. Suspension of Voting, Dividend and Other Distribution Rights of Non-U.S. Citizen Owned Shares. If on any date (including any record date), the number of Shares of any class of capital stock that is Owned, individually or in the aggregate, by Non-U.S. Citizens is in excess of the Permitted Percentage (such Shares owned by Non-U.S. Citizens in excess of the Permitted Percentage are referred to in this Restated Certificate of Incorporation as the "Excess Shares"), the Corporation shall determine which Shares Owned by Non-U.S. Citizens constitute the Excess Shares. The determination shall be made by reference to the date or dates that the Shares were acquired by Non-U.S. Citizens, starting with the most recent acquisition of Shares by a Non-U.S. Citizen and including, in reverse chronological order of acquisition, all other acquisitions of Shares of the same class by Non-U.S. Citizens from and after the acquisition of the Shares that first caused the Permitted Percentage to be exceeded. The determination of the Corporation as to which Shares constitute Excess Shares shall be conclusive. Shares deemed to constitute Excess Shares shall (so long as such excess exists) not be accorded any voting rights and shall not be deemed to be outstanding for purposes of determining the vote required on any matter brought before the stockholders of the Corporation for a vote thereon. The Corporation shall (so long as such excess exists) withhold the payment of dividends, if any, and the sharing in any other distribution (upon liquidation or otherwise) in respect of Excess Shares. At such time as the Permitted Percentage is no longer exceeded, full voting, dividend and other distribution rights shall be restored to any Shares previously deemed to be Excess Shares that are no longer Excess Shares, and any dividend or other distribution with respect to such Shares that has been withheld shall be due and payable, without interest thereon, solely to the record holders of such Shares within a reasonable time after the Permitted Percentage is no longer exceeded.

6. Redemption of Excess Shares. The Corporation shall have the power, but no obligation, to redeem any Excess Shares subject to the following terms and conditions:

(a) the Corporation shall pay a redemption price per share for the Excess Shares to be redeemed equal to the sum of (i) the Fair Market Value of one Share of the same class on the date that the Excess Shares are called for redemption and (ii) the amount of any dividend or other distribution declared with respect to such Excess Shares prior to the date that they are called for redemption hereunder but which has been withheld by the Corporation pursuant to paragraph 5 of this Article FIVE, without interest thereon;

(b) the redemption price shall be paid in U.S. Dollars;

(c) the Corporation shall give a notice of redemption by first class mail, postage prepaid, mailed not less than ten (10) calendar days prior to the redemption date to each holder of record of the Excess Shares to be redeemed, at such holder's address as the same appears on the share transfer records of the Corporation (or, in the absence of such address in the transfer records of the Corporation, at such other address as the Corporation may determine in its sole discretion). Each such notice shall state (i) the redemption date, (ii) the number of Excess Shares to be redeemed from such holder, (iii) the redemption price per Excess Share and the manner of payment thereof; and (iv) that dividends and other distributions, if any, on the Excess Shares to be redeemed will cease to accrue on such redemption date;

(d) from and after the redemption date and upon payment by the Corporation of the redemption price, dividends and other distributions, if any, on the Excess Shares called for redemption shall cease to accrue and such Shares shall no longer be deemed to be outstanding and all rights of the holders thereof as stockholders of the Corporation shall cease; and

(e) such other terms and conditions as the Board may determine in its sole discretion.

7. Citizenship of Officers and Directors. At no time shall (a) more than the minority of the number of Directors of the Corporation necessary to constitute a quorum of Directors for a meeting be Non-U.S. Citizens or (b) the Chairman of the Board or Chief Executive Officer (by whatever title) of the Corporation be a Non-U.S. Citizen.

8. NYSE Transactions . Nothing in this Article FIVE shall preclude the settlement of any transaction entered into through the facilities of the NYSE or any other national securities exchange (then registered as such pursuant to section 6 of the Exchange Act) or automated inter-dealer quotation system for so long as any class or series of the capital stock of the Corporation is listed on the NYSE or on such exchange or traded through such system. The fact that the settlement of any transaction occurs shall not negate the effect of any provision of this Article FIVE and any transferee in such a transaction shall be subject to all of the provisions and limitations set forth in this Article FIVE.

9. Severability. Each provision of this Article FIVE is intended to be severable from every other provision. If any one or more of the provisions contained in this Article FIVE is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of any other provision of this Article FIVE or this Restated Certificate of Incorporation shall not be affected, and such other provisions shall be construed as if the provisions held to be invalid, illegal or unenforceable had been reformed to the extent required to be valid, legal and enforceable.

ARTICLE SIX
BOARD OF DIRECTORS

1. Authority of the Board. The business and affairs of the Corporation will be managed by or under the direction of the Board. In addition to the authority and powers conferred on the Board by the DGCL or by the other provisions of this Restated Certificate of Incorporation, the Board hereby is authorized and empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject to the provisions of the DGCL,

this Restated Certificate of Incorporation, any Preferred Stock Designation and any Bylaws of the Corporation; *provided, however* , that no Bylaws hereafter adopted, or any amendments thereto, will invalidate any prior act of the Board that would have been valid if such Bylaws or amendment had not been adopted.

2. Number of Directors. The number of Directors which will constitute the whole Board shall be fixed from time to time exclusively by, and may be increased or decreased from time to time exclusively by, the affirmative vote of a majority of the Directors then in office (subject to such rights of holders of a series of shares of Preferred Stock to elect one or more Directors pursuant to any provisions contained in any Preferred Stock Designation), but in any event will not be less than three (3) or greater than twelve (12). In the event of any change in the authorized number of Directors, each Director then continuing to serve as such shall nevertheless continue as a Director of the class of which he or she is a member until the expiration of his or her current term, or the earlier of his or her death, resignation or removal. The Board shall specify the class to which a newly created directorship shall be allocated.

3. Classification and Terms of Directors. The Directors (other than those Directors, if any, elected by the holders of any series of Preferred Stock pursuant to the Preferred Stock Designation for such series of Preferred Stock, voting separately as a class), will be divided into three classes as nearly equal in size as practicable: Class I, Class II and Class III. Each Director will serve for a three year term expiring on the date of the third annual meeting of stockholders of the Corporation following the annual meeting of stockholders at which that Director was elected; *provided* , *however* , that the Directors first designated as Class I Directors will serve for a term expiring on the date of the annual meeting of stockholders next following the end of the calendar year 2011, the Directors first designated as Class II Directors will serve for a term expiring on the date of the annual meeting of stockholders next following the end of the calendar year 2012, and the Directors first designated as Class III Directors will serve for a term expiring on the date of the annual meeting of stockholders next following the end of the calendar year 2013. Each Director will hold office until the annual meeting of stockholders at which that Director’s term expires and, the foregoing notwithstanding, serve until his or her successor shall have been duly elected and qualified or until his or her earlier death, resignation or removal. Any Director elected by the holders of a series of Preferred Stock will be elected for the term set forth in the applicable Preferred Stock Designation.

4. Election and Succession of Directors. Election of Directors need not be by written ballot unless the Bylaws of the Corporation so provide. At each annual election, the Directors chosen to succeed those whose terms then expire will be of the same class as the Directors they succeed, unless, by reason of any intervening changes in the authorized number of Directors, the Board shall have designated one or more directorships whose term then expires as directorships of another class in order to more nearly achieve equality of number of Directors among the classes.

5. Removal of Directors. Subject to the rights, if any, of holders of Preferred Stock as set forth in any applicable Preferred Stock Designation, Directors of the Corporation may be removed from office only (a) by the Court of Chancery pursuant to Section 225(c) of the DGCL or (b) for cause by the affirmative vote of the holders of at least eighty percent (80%) of the voting power of all then outstanding shares of capital stock of the Corporation generally entitled

to vote in the election of Directors, voting together as a single class. Except as Applicable Laws otherwise provide, "cause" for the removal of a Director will be deemed to exist only if the Director whose removal is proposed: (i) has been convicted, or has been granted immunity to testify in any proceeding in which another has been convicted, of a felony by a court of competent jurisdiction and that conviction is no longer subject to direct appeal; (ii) has been found to have been grossly negligent or guilty of misconduct in the performance of his or her duties to the Corporation in any matter of substantial importance to the Corporation by a court of competent jurisdiction; or (iii) has been adjudicated by a court of competent jurisdiction to be mentally incompetent, which mental incompetency directly affects his or her ability to serve as a Director of the Corporation.

6. Vacancies. Subject to the rights, if any, of holders of Preferred Stock as set forth in any Preferred Stock Designation, newly created directorships resulting from any increase in the number of Directors and any vacancies on the Board resulting from death, resignation, removal or other cause will be filled by the affirmative vote of a majority of the Directors remaining in office even if they represent less than a quorum of the Board, or by the sole remaining Director if only one Director remains in office. Any Director elected in accordance with the preceding sentence will hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until that Director's successor shall have been elected and qualified or until his or her earlier death, resignation or removal. Except as a Preferred Stock Designation may provide otherwise with respect to a Director elected pursuant such Preferred Stock Designation, no decrease in the number of Directors constituting the Board will shorten the term of any incumbent Director.

ARTICLE SEVEN
BYLAWS

The Board shall have the power to adopt, amend, repeal or restate the Bylaws of the Corporation. Any adoption, amendment, repeal or restatement of the Bylaws of the Corporation by the Board shall require the approval of a majority of the Directors then in office. The stockholders shall also have the power to adopt, amend, repeal or restate the Bylaws of the Corporation at any meeting of stockholders before which such matter has been properly brought in accordance with the Bylaws of the Corporation; *provided* , *however* , that, except for any amendment, repeal or restatement approved by the majority of the Directors then in office, in addition to any vote of the holders of any class or series of capital stock of the Corporation required by Applicable Laws or by this Certificate of Incorporation, the affirmative vote of the holders of at least eighty percent (80%) of the voting power of all then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class, shall be required to adopt, amend, repeal or restate any provision of the Bylaws of the Corporation.

ARTICLE EIGHT
AMENDMENTS OF THIS RESTATED CERTIFICATE

Notwithstanding anything in this Restated Certificate of Incorporation or the Bylaws of the Corporation to the contrary, the affirmative vote of the holders of at least eighty percent (80%) of the voting power of all then outstanding shares of capital stock of the Corporation

entitled to vote generally in the election of Directors, voting together as a single class, shall be required to alter, amend repeal or restate any provision of this Restated Certificate of Incorporation; *provided , however* , that if any such alteration, amendment, repeal or restatement (except any alteration, amendment, repeal or restatement of Article SIX, this Article EIGHT or Article NINE) has been approved by the majority of the Directors then in office, then the affirmative vote of the holders of a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class, will be sufficient to adopt such alteration, amendment, repeal or restatement. Any alteration, amendment, repeal or restatement to Article SIX, this Article EIGHT or Article NINE shall require the affirmative vote of the holders of at least eighty percent (80%) of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class, regardless of whether or not such alteration, amendment, repeal or restatement is approved by the majority of the Directors then in office.

ARTICLE NINE
NO STOCKHOLDER ACTION BY WRITTEN CONSENT

From and after the first date as of which the Corporation has a class or series of capital stock required to be registered under the Exchange Act, and subject to the rights, if any, of holders of Preferred Stock as set forth in a Preferred Stock Designation, any action required or permitted to be taken by the stockholders of the Corporation must be effected at an annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by those stockholders.

ARTICLE TEN
PERSONAL LIABILITY OF DIRECTORS LIMITED

No Director of the Corporation shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a Director; *provided, however*, that the foregoing provision will not eliminate or limit the liability of a Director (a) for any breach of that Director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) pursuant to section 174 of the DGCL, as the same exists or as that provision hereafter may be amended or modified from time to time, or (d) for any transactions from which that Director derived an improper personal benefit. If the DGCL is amended or modified after the filing of this Restated Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director, in addition to the limitation on personal liability provided in this Restated Certificate of Incorporation, will be limited to the fullest extent permitted by that law, as so amended or modified. Any repeal or modification of this Article TEN by the stockholders of the Corporation will be prospective only and will not have any effect on the liability or alleged liability of a Director arising out of or related to any event, act or omission that occurred prior to such repeal or modification.

ARTICLE ELEVEN
COMPROMISE OR ARRANGEMENT WITH CREDITORS OR STOCKHOLDERS

Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation pursuant to section 291 of the DGCL, or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation pursuant to section 279 of the DGCL, order a meeting of the creditors or class of creditors or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as such court directs. If the majority in number representing three-fourths in value of the creditors or class of creditors, or of the stockholders or class of stockholders, of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of that compromise or arrangement, such compromise or arrangement and such reorganization, if sanctioned by the court to which such application has been made, will be binding on all the creditors or class of creditors, or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

ARTICLE TWELVE
JURISDICTION FOR CERTAIN PROCEEDINGS

The Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any Director or officer of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the DGCL, this Restated Certificate of Incorporation, any Preferred Stock Designation or the Bylaws of the Corporation, or (iv) any other action asserting a claim against the Corporation or any Director or officer of the Corporation that is governed by or subject to the internal affairs doctrine for choice of law purposes.

ARTICLE THIRTEEN
CAPTIONS

Captions to Articles and paragraphs are included for convenience of reference only, and do not constitute a part of this Restated Certificate of Incorporation for any other purpose or in any way affect the meaning or construction of any provision of this Restated Certificate of Incorporation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Corporation has caused this Restated Certificate of Incorporation to be executed this [___] day of [_____], 2011.

MARATHON PETROLEUM CORPORATION

By:_____
Name:
Title:

Exhibit 3.2

AMENDED AND RESTATED

BYLAWS

OF

MARATHON PETROLEUM CORPORATION

AMENDED AND RESTATED
BYLAWS
OF
MARATHON PETROLEUM CORPORATION

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AMENDED AND RESTATED
BYLAWS
OF
MARATHON PETROLEUM CORPORATION

The Board of Directors of Marathon Petroleum Corporation (the " Corporation ") by resolution has duly adopted these Amended and Restated Bylaws (these " Bylaws ") pursuant to Section 109 of the General Corporation Law of the State of Delaware (the " DGCL ").

ARTICLE I
STOCKHOLDERS

Section 1.1 Annual Meetings . The Corporation shall hold an annual meeting (each an " Annual Meeting ") of the holders of its capital stock (each, a " Stockholder ") each calendar year for the election of Directors of the Corporation (each, a " Director ") at such date, time and place as the Board of Directors of the Corporation (the " Board ") by resolution may designate, or if the Board does not designate a date, time and place, the Annual Meeting will be held at 10:00 a.m., Eastern Time, on the last Thursday in April, at the principal executive office of the Corporation. The Corporation may transact any other business, or act on any proposal, at an Annual Meeting which has properly come before that meeting in accordance with Section 1.10 .

Section 1.2 Special Meetings . Any of the following may call a special meeting of Stockholders for any purpose or purposes at any time and designate the date, time and place of any such meeting: (i) the Chairman of the Board; (ii) the Chief Executive Officer; or (iii) the Board pursuant to a resolution approved by a majority of the Directors then in office. Except as the Restated Certificate of Incorporation of the Corporation (as amended or amended and restated from time to time and including each certificate of designation, if any, respecting any class or series of preferred stock of the Corporation which has been executed, acknowledged and filed in accordance with the DGCL (the " Certificate of Incorporation ")) or the DGCL or any other applicable law, statute, rule or regulation (collectively, " Applicable Laws ") otherwise require, no other person or persons may call a special meeting of Stockholders.

Section 1.3 Notice of Meetings . By or at the direction of the Chairman of the Board, the Chief Executive Officer or the Secretary of the Corporation (the " Secretary "), whenever Stockholders are to take any action at a meeting, the Corporation will give a notice of that meeting to the Stockholders of record, as of the record date established pursuant to Section 1.4 for determining Stockholders entitled to notice of that meeting, which notice shall state the date, time and place of the meeting, the means of remote communications, if any, by which Stockholders and proxy holders may be deemed to be present in person and vote at the meeting, the record date for determining the Stockholders entitled to vote at the meeting, if such date is different from the record date for determining Stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purpose or purposes for which that meeting is called. Unless the Certificate of Incorporation, these Bylaws, the DGCL or other Applicable Laws otherwise require, the Corporation will give the notice of any meeting of Stockholders not less than 10 nor more than 60 days before the date of that meeting. Notice of any meeting of Stockholders need not be given to any Stockholder (a) if waived by such Stockholder in accordance with Section

7.6 or (b) to whom (i) notice of two consecutive Annual Meetings, and all notices of meetings to such person during the period between such two consecutive Annual Meetings, or (ii) all, and at least two, payments (if sent by first-class mail) of dividends or interest on securities during a 12-month period, in either case (i) or (ii) above, have been mailed addressed to such person at such person's address as shown on the records of the Corporation and have been returned as undeliverable; *provided, however*, that the exception in Section 1.3(b)(i) shall not be applicable to any notice given by electronic transmission that is returned as undeliverable. Any action or meeting taken or held without notice to such person shall have the same force and effect as if the notice had been duly given. If any person to whom notice need not be given in accordance with Section 1.3(b) delivers to the Corporation a written notice setting forth such person's then current address, the requirement that notice be given to such person shall be reinstated.

Section 1.4 Fixing Date for Determination of Stockholders of Record . In order that the Corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board by resolution may fix a record date, which record date: (a) must not precede the date on which the Board adopts the resolution; (b) in the case of a determination of Stockholders entitled to vote at any meeting of Stockholders or adjournment thereof, (i) will, unless Applicable Laws otherwise require, not be more than 60 nor less than 10 days before the date of the meeting and (ii) may, unless Applicable Laws otherwise require, be as of a date that is later than the record date established by the Board pursuant to this Section 1.4 to determine the stockholders entitled to notice of that meeting; and (c) in the case of any other action, will not be more than 60 days prior to that other action. If the Board does not fix a record date, (1) the record date for determining Stockholders entitled to notice of or to vote at a meeting of Stockholders will be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived in accordance with Section 7.6 , at the close of business on the day next preceding the day on which the meeting is held and (2) the record date for determining Stockholders for any other purpose will be at the close of business on the day on which the Board adopts the resolution relating thereto. A determination of Stockholders of record entitled to notice of or to vote at a meeting of Stockholders will apply to any adjournment of that meeting; *provided, however,* that the Board by resolution may fix a new record date for purposes of determining Stockholders entitled to notice of or to vote at the adjourned meeting.

Section 1.5 List of Stockholders Entitled to Vote . At least 10 days before each meeting of Stockholders, the Secretary will prepare a list of the Stockholders entitled to vote at that meeting pursuant to the requirements of section 219 of the DGCL as in effect at that time.

Section 1.6 Adjournments . Any meeting of Stockholders, annual or special, may be adjourned from time to time by (a) the Chairman of the Board or other Director or officer presiding over the meeting or (b) by the Stockholders representing a majority of shares of capital stock present in person or represented by proxy at the meeting and entitled to vote on any matter brought before the meeting, whether or not a quorum is present, to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof, and the means of remote communications, if any, by which Stockholders and

proxy holders may be deemed to be present and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business it might have transacted at the original meeting. If the adjournment is for more than 30 days or if, after adjournment the Board fixes a new record date for determining Stockholders entitled to notice of or to vote at the adjourned meeting, the Corporation will give notice of the adjourned meeting to each Stockholder of record (as of the applicable record date for determining Stockholders entitled to notice of the adjourned meeting) in accordance with Section 1.3 .

Section 1.7 Quorum . Except as the Certificate of Incorporation, these Bylaws, the DGCL or other Applicable Laws otherwise provide: (i) at each meeting of Stockholders the presence in person or by proxy of the holders of shares of stock having a majority of the voting power of all outstanding shares of capital stock of the Corporation entitled to vote at the meeting will be necessary and sufficient to constitute a quorum; and (ii) the holders of capital stock of the Corporation so present and entitled to vote at any duly convened meeting at which the necessary quorum has been ascertained may continue to transact business until that meeting adjourns notwithstanding any withdrawal from that meeting of shares of capital stock counted in determining the existence of that quorum. Any shares held in the street name for which voting instructions have not been received from the beneficial owner and for which the broker does not have discretionary authority to vote (" Broker non-votes ") shall be considered present at the meeting for purposes of the determination of a quorum. In the absence of a quorum, the meeting may be adjourned from time to time in the manner provided in Section 1.6 until a quorum is present either in person or by proxy. Shares of the Corporation's capital stock held in treasury by the Corporation or by another corporation, limited liability company, partnership or other entity in which the Corporation, directly or indirectly, holds a majority of the shares entitled to vote in the election of Directors (or the equivalent), will be neither entitled to vote nor counted for quorum purposes; *provided, however,* that the foregoing will not limit the right of the Corporation to vote shares of capital stock, including but not limited to its own capital stock, it holds in a fiduciary capacity.

Section 1.8 Organization . The Chairman of the Board will chair and preside over any meeting of Stockholders at which he or she is present. The Board will designate a Director or an officer of the Corporation to preside over any meeting of Stockholders from which the Chairman of the Board is absent. In the absence of such designation by the Board, the Chief Executive Officer will preside over any such meeting. The Secretary will act as secretary of meetings of Stockholders, but in his or her absence from any such meeting, the Chairman of the Board or other Director or officer presiding over that meeting may appoint any person to act as secretary of that meeting.

Section 1.9 Voting by Stockholders

(a) *Voting on Matters Other than the Election of Directors.* With respect to any matters as to which no other voting requirement is specified by the Certificate of Incorporation, these Bylaws, the DGCL or other Applicable Laws, or any policy or position statement adopted by the Board that is not inconsistent with any of the foregoing, the affirmative vote required for Stockholder action at a meeting at which a quorum is present shall be that of a majority of the shares present in person or represented by proxy at the meeting and entitled to

vote on the matter (including shares subject to Broker non-votes). In the case of a matter submitted for a vote of the Stockholders as to which a Stockholder approval requirement is applicable under the Stockholder approval policy of any stock exchange or quotation system on which the capital stock of the Corporation is traded or quoted, the requirements (to the extent applicable to the Corporation) of Rule 16b-3 under the Securities Exchange Act of 1934, as amended (the " Exchange Act "), or any provision of the Internal Revenue Code of 1986, as amended (the " Internal Revenue Code "), in each case for which no higher voting requirement is specified by the DGCL, the Certificate of Incorporation or these Bylaws, the vote required for approval shall be the requisite vote specified in such Stockholder approval policy, Rule 16b-3 or Internal Revenue Code provision, as the case may be (or the highest such requirement if more than one is applicable). For the approval or ratification of the appointment of independent public accountants (if submitted for a vote of the Stockholders) or the approval of any other matter recommended for approval to the Stockholders by the Board and for which no other voting requirement is specified by the Certificate of Incorporation, these Bylaws, the DGCL or other Applicable Laws or any policy or position statement adopted by the Board that is not inconsistent with any of the foregoing, including with respect to the compensation of executive and any advisory vote regarding executive compensation, the vote required for approval shall be the affirmative vote of a majority of the votes cast "for" or "against" by the Stockholders entitled to vote on the matter at a meeting of Stockholders at which a quorum is present. For purposes of these Bylaws, any shares subject to Broker non-votes and abstentions shall not be considered as votes cast.

(b) *Voting in the Election of Directors.* Unless otherwise provided in the Certificate of Incorporation, Directors shall be elected by a plurality of the votes cast by Stockholders entitled to vote in the election of Directors at a meeting of Stockholders at which a quorum is present.

Section 1.10 Business to be Conducted at Meetings

(a) *Annual Meetings.* At an Annual Meeting, only such business shall be conducted, and only such proposals shall be acted upon, as shall have been properly brought before such Annual Meeting. To be properly brought before an Annual Meeting, business or proposals (other than any nomination of Directors, which is governed by Section 2.10) must (i) be specified in the notice relating to the meeting (or any supplement thereto) given by or at the direction of the Board in accordance with Section 1.3 or (ii) be properly brought before the meeting by a Stockholder who (A) is a Stockholder of record at the time of the giving of notice of the proposal in accordance with this Section 1.10 and on the record date for the determination of Stockholders entitled to vote at such Annual Meeting, (B) is entitled to vote at the Annual Meeting and (C) complies with the requirements of this Section 1.10 , the DGCL and other Applicable Laws. Notwithstanding anything to the contrary in these Bylaws, only proposals that are proper subjects for Stockholder action may properly be introduced at an Annual Meeting. Clause (ii) of this Section 1.10(a) shall be the exclusive means for a Stockholder to submit business or proposals (other than director nominations, which are governed by Section 2.10) before an Annual Meeting. For a proposal to properly be brought before an Annual Meeting by a Stockholder pursuant to these provisions, in addition to any other applicable requirements, such Stockholder must give timely advance notice thereof in writing to the Secretary. To be timely, such Stockholder's notice must be delivered to, or mailed and received at, the principal executive

offices of the Corporation not later than the close of business on the 90th day and not earlier than the close of business on the 120th day prior to the first anniversary of the date on which the Corporation first mailed proxy materials for the immediately preceding Annual Meeting to stockholders; *provided, however* , that if the scheduled Annual Meeting date differs from the first anniversary date of the immediately preceding Annual Meeting by more than 30 days, notice by such Stockholder, to be timely, must be so delivered or received not later than the close of business on the 90th day prior to the scheduled date of the Annual Meeting or, if less than 100 days' prior notice or public disclosure of the scheduled meeting date is given or made, not later than the 10 th day following the earlier of the date on which the notice of such meeting was mailed to Stockholders or the date on which such public disclosure was made. For purposes of this Section 1.10(a) and Section 2.10(b) with respect to the Annual Meeting next following the end of the year 2011, the first anniversary of the date on which the Corporation first mailed proxy materials for the immediately preceding Annual Meeting shall be deemed to be March 11, 2012. In no event shall any adjournment, postponement or deferral of an Annual Meeting or the announcement thereof commence a new time period for the giving of a Stockholder's notice as described above.

(b) *Form of Stockholder Proposals.* Any Stockholder's notice to the Secretary of business proposed to be brought before an Annual Meeting as contemplated by Section 1.10(a) shall set forth in writing as to each matter such Stockholder proposes to bring before the Annual Meeting: (i) a description of the proposal desired to be brought before the meeting and the reasons for conducting such business at the meeting, together with the text of the proposal or business (including the text of any resolutions proposed for consideration); (ii) as to such Stockholder proposing such business and the beneficial owner, if any, on whose behalf the proposal is made, (A) the name and address of such Stockholder, as it appears on the Corporation's books, and of such beneficial owner, if any, and the name and address of any other Stockholders known by such Stockholder to be supporting such business or proposal, (B)(1) the class or series and number of shares of capital stock of the Corporation which are, directly or indirectly, owned beneficially and of record by such Stockholder and such beneficial owner, (2) any option, warrant, convertible security, stock appreciation right or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of capital stock of the Corporation or with a value derived in whole or in part from the price, value or volatility of any class or series of shares of capital stock of the Corporation or any derivative or synthetic arrangement having characteristics of a long position in any class or series of shares of capital stock of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a " Derivative Instrument ") directly or indirectly owned beneficially by such Stockholder and by such beneficial owner and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of capital stock of the Corporation, (3) any proxy, contract, arrangement, understanding or relationship, the effect or intent of which is to increase or decrease the voting power of such Stockholder or beneficial owner with respect to any shares of any security of the Corporation, (4) any pledge by such Stockholder or beneficial owner of any security of the Corporation or any short interest of such Stockholder or beneficial owner in any security of the Corporation (for purposes of this Section 1.10 and Section 2.10 , a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit

derived from any decrease in the value of the subject security), (5) any rights to dividends on the shares of capital stock of the Corporation owned beneficially by such Stockholder and by such beneficial owner that are separated or separable from the underlying shares of capital stock of the Corporation, (6) any proportionate interest in shares of capital stock of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such Stockholder or beneficial owner is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (7) any performance-related fees (other than an asset-based fee) that such Stockholder or beneficial owner is entitled to based on any increase or decrease in the value of shares of capital stock of the Corporation or Derivative Instruments, if any, as of the date of such notice, including, without limitation, for purposes of clauses (B)(1) through (B)(7) above, any of the foregoing held by members of such Stockholder's or beneficial owner's immediate family sharing the same household or held by any other Stockholders or beneficial owners acting in concert with such Stockholder or beneficial owner (which information shall be supplemented by such Stockholder and beneficial owner, if any, not later than 10 days after the record date for the determination of Stockholders entitled to vote at the meeting, to disclose such ownership as of such record date), and (C) any other information relating to such Stockholder and beneficial owner, if any, that would be required to be disclosed in solicitations of proxies for the proposal, or would otherwise be required, in each case pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder; (iii) any material interest of such Stockholder and beneficial owner, if any, in such business or proposal; and (iv) a description of all agreements, arrangements and understandings between such Stockholder and beneficial owner, if any, and any other person or persons (including their names) in connection with such business or proposal by such Stockholder.

(c) *Duty to Update Information* . A Stockholder providing notice of business proposed to be brought before an Annual Meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 1.10 shall be true and correct as of the record date for the determination of Stockholders entitled to vote at the meeting and as of the date that is 10 business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received at, the principal executive offices of the Corporation not later than five business days after the record date for the determination of Stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight business days prior to the date for the meeting and, if practicable (or, if not practicable, on the first practicable date prior to), any adjournment or postponement thereof (in the case of the update and supplement required to be made as of 10 business days prior to the meeting or any adjournment or postponement thereof). In addition, a Stockholder providing notice of business proposed to be brought before an Annual Meeting shall update and supplement such notice, and deliver such update and supplement to the principal executive offices of the Corporation, promptly following the occurrence of any event that materially changes the information provided or required to be provided in such notice pursuant to this Section 1.10 .

(d) *Chairman of the Board to Determine Whether Requirements Have Been Met.* The Chairman of the Board or, if the Chairman of the Board is not presiding, the Director or officer presiding over the meeting of Stockholders shall determine whether the requirements of this Section 1.10 have been met with respect to any Stockholder proposal. If the Chairman of

the Board or the other Director or officer presiding over such meeting determines that any Stockholder proposal was not made in accordance with the terms of this Section 1.10 , he or she shall so declare at the meeting and any such proposal shall not be acted upon at the meeting.

(e) *Special Meetings.* At a special meeting of Stockholders, only such business shall be conducted, and only such proposals shall be acted upon, as shall have been specified as the purpose of calling the special meeting or otherwise properly brought before such special meeting. To be properly brought before such a special meeting, business or proposals must (i) be specified in the notice relating to the meeting (or any supplement thereto) given by or at the direction of the Board in accordance with Section 1.3 or (ii) constitute matters incident to the conduct of the meeting as the Chairman of the Board or the other Director or officer presiding over such meeting of the meeting shall determine to be appropriate.

(f) *Additional Requirements.* In addition to the foregoing provisions of this Section 1.10 , a Stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder, to the extent such requirements apply to the Corporation, with respect to the matters set forth in this Section 1.10 . Nothing in this Section 1.10 shall be deemed to affect any rights of Stockholders to request inclusion of proposals in the Corporation's proxy statement as required by Rule 14a-8 under the Exchange Act, to the extent such rule applies to the Corporation.

Section 1.11 Proxies . Each Stockholder entitled to vote at a meeting of Stockholders may authorize another person or persons to act for such Stockholder by proxy duly granted and authorized under the DGCL and other Applicable Laws. Proxies for use at any meeting of Stockholders shall be filed with the Secretary, or such other officer as the Board may from time to time determine by resolution to act as secretary of the meeting, before or at the time of the meeting. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the secretary of the meeting, who shall decide all questions relating to the qualification of voters, the validity of the proxies and the acceptance or rejection of votes, unless a different inspector or inspectors shall have been appointed by the Chairman of the Board or other Director or officer presiding over the meeting, in which event such inspector or inspectors shall decide all such questions.

Section 1.12 Conduct of Meetings . The Board may adopt by resolution such rules and regulations for the conduct of meetings of Stockholders as it deems appropriate. Except to the extent inconsistent with such rules and regulations, if any, the Chairman of the Board or other Director or officer presiding over any meeting of Stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of the Chairman of the Board or other Director or officer presiding over the meeting, are appropriate for the proper conduct of that meeting. Such rules, regulations or procedures whether adopted by the Board or prescribed by the Chairman of the Board or other Director or officer presiding over the meeting may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (c) rules and procedures for maintaining order at the meeting and the safety of those present; (d) limitations on attendance at or participation in the meeting to Stockholders of record, their duly authorized and constituted proxies or such other persons as the Chairman of the Board or other

Director or officer presiding over the meeting may determine; (e) restrictions on entry to the meeting after the time fixed for the commencement thereof; (f) limitations on the time allotted to questions or comments by participants; and (g) policies and procedures with respect to the adjournment of such meetings. Except to the extent the Board or the Chairman of the Board or other Director or Officer presiding over any meeting otherwise prescribes, no rules of parliamentary procedure will govern any meeting of Stockholders.

ARTICLE II
BOARD OF DIRECTORS

Section 2.1 Powers, Number, Qualifications, Classification and Vacancies

(a) *Powers of the Board of Directors.* The powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed by or under the direction of, the Board. In addition to the authority and powers conferred upon the Board by the DGCL, the Certificate of Incorporation or these Bylaws, the Board is hereby authorized and empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject to the provisions of the DGCL, the Certificate of Incorporation and these Bylaws; *provided, however* , that no Bylaw of the Corporation hereafter adopted, nor any amendment thereto, shall invalidate any prior act of the Board that would have been valid if such Bylaw or amendment thereto had not been adopted.

(b) *Management* . The Board shall have the right (which, to the extent exercised, shall be exclusive) to establish the rights, powers, duties, rules and procedures, consistent with the Certificate of Incorporation, these Bylaws and the DGCL, that (i) from time to time shall govern the Board, including, without limiting the generality of the foregoing, the vote required for any action by the Board and (ii) from time to time shall affect the Directors' power to manage the business and affairs of the Corporation.

(c) *Number of Directors.* Within the limits specified in the Certificate of Incorporation, and subject to such rights, if any, of holders of shares of one or more outstanding series of preferred stock of the Corporation to elect one or more Directors as provided by the Certificate of Designation for such series of preferred stock, the number of Directors which will constitute the whole Board shall be fixed from time to time exclusively by, and may be increased or decreased from time to time exclusively by, the affirmative vote of a majority of the Directors then in office.

(d) *Qualifications* . Directors must be natural persons. Directors need not be residents of the State of Delaware or Stockholders. No person shall stand for election or re-election, or be nominated to stand for election or re-election, to the Board if such person has attained or will attain the age of 72 prior to the date of election or re-election; *provided* , *however* , that any previously elected Director may be nominated for re-election and may be re-elected to the Board through the date of the Annual Meeting next following the end of the calendar year 2013. Any Director elected or re-elected who attains the age of 72 during a term to which he or she was elected or re-elected shall continue to serve for the expiration of his or her term or until his or her earlier death, resignation or removal. At no time shall more than a minority of the number of Directors necessary to constitute a quorum at a meeting of Directors be persons who

are not U.S. citizens. In the event that the number of Directors who are not U.S. citizens exceeds such permitted number, it is expected that one or more Directors (whichever number is required to be removed) who are not U.S. citizens will resign from the Board in reverse order of seniority based on such Directors' length of service on the Board (with the Director who is not a U.S. citizen and has served on the Board the least amount of time resigning first) to reduce the number of Directors who are not U.S. citizens to a number permitted under this Section 2.1 (d) . Any resulting vacancies on the Board shall be filled in accordance with Section 2.1(f) .

(e) *Classification and Terms of Directors* . As provided in the Certificate of Incorporation, the Directors, other than those, if any, who may be elected by the holders of any series of preferred stock of the Corporation pursuant to the Certificate of Designation for such series of preferred stock, shall be divided into three classes as nearly equal in size as is practicable: Class I, Class II and Class III. Each Director will serve for a three year term expiring on the date of the third Annual Meeting following the Annual Meeting at which that Director was elected; *provided , however* , that the Directors first designated as Class I Directors will serve for a term expiring on the date of the Annual Meeting next following the end of the calendar year 2011, the Directors first designated as Class II Directors will serve for a term expiring on the date of the Annual Meeting next following the end of the calendar year 2012, and the Directors first designated as Class III Directors will serve for a term expiring on the date of the Annual Meeting next following the end of the calendar year 2013. Each Director will hold office until the Annual Meeting at which that Director's term expires and, the foregoing notwithstanding, until his or her successor shall have been duly elected and qualified or until his or her earlier death, resignation or removal. Any Director elected by the holders of a series of preferred stock of the Corporation will be elected for the term set forth in the Certificate of Designation for such series of preferred stock. At each annual election, the Directors chosen to succeed those whose terms then expire shall be of the same class as the Directors they succeed unless the Board shall have designated one or more directorships whose term then expires as directorships of another class in order to more nearly achieve equality of number of Directors among the classes.

(f) *Vacancies.* Unless otherwise provided by or pursuant to the Certificate of Incorporation, newly created directorships resulting from any increase in the number of Directors, and any vacancies on the Board resulting from death, resignation, removal or other cause, will be filled only by the affirmative vote of a majority of the Directors remaining in office, even if they constitute less than a quorum of the Board, or by the sole remaining Director if only one Director remains in office. Any Director elected in accordance with the preceding sentence will hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred, and until such Director's successor shall have been duly elected and qualified or until his or her earlier death, resignation or removal. Unless otherwise provided by or pursuant to the Certificate of Incorporation, no decrease in the number of Directors constituting the Board shall shorten the term of any incumbent Director.

Section 2.2 Regular Meetings . The Board will hold its regular meetings at such places within or without the State of Delaware, on such dates and at such times as the Board by resolution may determine from time to time, and any such resolution will constitute due notice to all Directors of the regular meeting or meetings to which it relates. By notice pursuant

to Section 2.7 , the Chairman of the Board or a majority of the Directors then in office may change the place, date or time of any regular meeting of the Board.

Section 2.3 Special Meetings . The Board will hold a special meeting at any place within or without the State of Delaware and on any date and at any time such a meeting is called by the Chairman of the Board or by a majority of the Directors then in office by giving notice of such special meeting in accordance with Section 2.7 .

Section 2.4 Telephonic Meetings . Members of the Board may hold and participate in any Board meeting by means of conference telephone or other communications equipment that permits all persons participating in the meeting to hear each other, and participation of any Director in a meeting by such means will constitute the presence in person of that Director at such meeting for all purposes of these Bylaws, except in the case of a Director who so participates only for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business at such meeting on the ground that the meeting has not been called or convened in accordance with the Certificate of Incorporation, these Bylaws, the DGCL or other Applicable Laws.

Section 2.5 Organization . The Chairman of the Board will chair and preside over meetings of the Board at which he or she is present. A majority of the Directors present at any meeting of the Board from which the Chairman of the Board is absent will designate one of their number as the chair of that meeting. The Secretary will act as secretary of meetings of the Board, but in his or her absence from any such meeting the chair of that meeting may appoint any person to act as secretary of that meeting.

Section 2.6 Order of Business . The Board will transact business at its meetings in such order as the Chairman of the Board or the Board may determine.

Section 2.7 Notice of Meetings . To call a special meeting of the Board, the Chairman of the Board or a majority of Directors then in office must give a timely notice to all of the Directors then in office of the time and place of, and the general nature of the business to be transacted at, such special meeting. The notice must be in writing or in an electronic transmission and if given by the majority of the Directors then in office, must be executed by each Director calling the meeting. To change the time or place of any regular meeting of the Board, the Chairman of the Board or a majority of the Directors then in office must give a timely notice to each Director of that change. To be timely, any notice required by this Section 2.7 must be delivered to each Director personally or by mail, facsimile, e-mail or other communication at least one day before the meeting to which it relates; *provided, however*, that notice of any meeting of the Board need not be given to any Director who waives the requirement of that notice in accordance with Section 7.6(b) .

Section 2.8 Quorum; Vote Required for Action . At all meetings of the Board, the presence in person of a majority of the Directors then in office will constitute a quorum for the transaction of business, and the participation by a Director in any meeting of the Board will constitute that Director’s presence in person at that meeting unless that Director expressly limits that participation to objecting, at the beginning of the meeting, to the transaction of any business at that meeting on the ground that the meeting has not been called or convened in

accordance with the DGCL, other Applicable Laws, the Certificate of Incorporation or these Bylaws. Except in cases in which the Certificate of Incorporation or these Bylaws otherwise provide, the vote of a majority of the Directors present at a meeting at which a quorum is present will be the act of the Board.

Section 2.9 Board Action by Unanimous Written Consent in Lieu of Meeting . The Board, without a meeting, prior notice or a vote, may take any action it must or may take at any meeting, if all Directors then in office consent to such action in writing or by electronic transmission, and the written consents or electronic transmissions are filed with the minutes of proceedings of the Board that the Secretary is to keep.

Section 2.10 Nomination of Directors; Qualifications

(a) *Director Nominations* . Subject to such rights, if any, of holders of shares of one or more outstanding series of preferred stock of the Corporation to elect one or more Directors under circumstances as shall be provided by or pursuant to the Certificate of Incorporation, only persons who are nominated in accordance with the procedures set forth in this Section 2.10 shall be eligible for election as, and to serve as, Directors. Nominations of persons for election to the Board at any Annual Meeting or special meeting of the Stockholders in lieu of an Annual Meeting for which Directors are to be elected may be made only by (i) the Board or at the direction of the Board or (ii) any Stockholder who is a Stockholder of record at the time of the giving of such Stockholder's notice provided for in this Section 2.10 and on the record date for the determination of Stockholders entitled to vote at such meeting, who is entitled to vote at such meeting in the election of Directors and who complies with the requirements of this Section 2.10 . Clause (ii) of this Section 2.10(a) shall be the exclusive means for a Stockholder to make any nomination of a person or persons for election as a Director. Any such nomination by a Stockholder shall be preceded by timely advance notice in writing to the Secretary pursuant to this Section 2.10 .

(b) *Timeliness of Stockholder Nominations.* To be timely with respect to an Annual Meeting, notice of any Stockholder's nomination must be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the first anniversary of the date on which the Corporation first mailed proxy materials for the immediately preceding Annual Meeting to stockholders; *provided, however* , that (i) if the scheduled date of the Annual Meeting for which the nomination is to be considered differs from the first anniversary date of the immediately preceding Annual Meeting by more than 30 days, notice by such Stockholder, to be timely, must be so delivered or received not later than the close of business on the 90th day prior to the scheduled date of the Annual Meeting or, if less than 100 days' prior notice or public disclosure of the scheduled meeting date is given or made, not later than the 10th day following the earlier of the day on which the notice of such meeting was mailed to Stockholders or the day on which such public disclosure was made; and (ii) if the number of Directors to be elected to the Board at such Annual Meeting is increased and there is no prior notice or public disclosure by the Corporation naming all of the nominees for Director or specifying the size of the increased Board at least 100 days prior to such anniversary date, a Stockholder's notice required by this Section 2.10 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if delivered to the principal

executive offices of the Corporation not later than the close of business on the 10th day following the earlier of the day on which the notice of such meeting was mailed to Stockholders or the day on which such public disclosure was made. To be timely with respect to a special meeting at which Directors are to be elected, notice of any Stockholder's nomination must be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the scheduled special meeting date; *provided, however* , that if less than 100 days' prior notice or public disclosure of the scheduled meeting date is given or made, notice by such Stockholder, to be timely, must be so delivered or received not later than the close of business on the 10 th day following the earlier of the day on which the notice of such meeting was mailed to Stockholders or the day on which such public disclosure was made. In no event shall any adjournment, postponement or deferral of an Annual Meeting or special meeting or the announcement thereof commence a new time period for the giving of a Stockholder's notice as described above.

(c) *Form of Stockholder's Notice of Nominations* . Notice of a Stockholder's nomination delivered to the Secretary in accordance with this Section 2.10 shall set forth (i) as to each person whom such Stockholder proposes to nominate for election or re-election as a Director, (A) the name, age, country of citizenship, business address and residence address of such person, (B) the principal occupation or employment of such person, (C) any other information relating to such person that would be required to be disclosed in solicitations of proxies for election of Directors in a contested election, or would otherwise be required, in each case pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including, without limitation, the written consent of such person to having such person's name placed in nomination at the meeting and to serve as a Director if elected), and (D) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such Stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if such Stockholder and such beneficial owner, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant; and (ii) as to such Stockholder giving the notice, the beneficial owner, if any, on whose behalf the nomination is made and the proposed nominee, (A) the name and address of such Stockholder, as they appear on the Corporation's books, and of such beneficial owner, if any, and the name and address of any other Stockholders known by such Stockholder to be supporting such nomination, (B)(1) the class or series and number of shares of capital stock of the Corporation which are, directly or indirectly, owned beneficially and of record by such Stockholder, such beneficial owner and such nominee, (2) any Derivative Instrument directly or indirectly owned beneficially by such Stockholder, such beneficial owner and such nominee and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of capital stock of the Corporation, (3) any proxy, contract, arrangement, understanding or relationship the effect or intent of which is to increase or decrease the voting power of such Stockholder, beneficial owner or nominee with respect to any shares of any security of the

Corporation, (4) any pledge by such Stockholder, beneficial owner or nominee of any security of the Corporation or any short interest of such Stockholder, beneficial owner or nominee in any security of the Corporation, (5) any rights to dividends on the shares of capital stock of the Corporation owned beneficially by such Stockholder, beneficial owner and nominee that are separated or separable from the underlying shares of capital stock of the Corporation, (6) any proportionate interest in shares of capital stock of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such Stockholder, beneficial owner or nominee is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (7) any performance-related fees (other than an asset-based fee) that such Stockholder, beneficial owner or nominee is entitled to based on any increase or decrease in the value of shares of capital stock of the Corporation or Derivative Instruments, if any, as of the date of such notice, including, without limitation, for purposes of clauses (B)(1) through (B)(7) above, any of the foregoing held by members of such Stockholder's, beneficial owner's or nominee's immediate family sharing the same household or held by any other Stockholders or beneficial owners with whom such Stockholder, beneficial owner or nominee is acting in concert (which information shall be supplemented by such Stockholder, beneficial owner, if any, and nominee not later than 10 days after the record date for the determination of Stockholders entitled to vote at the meeting to disclose such ownership as of such record date), and (C) any other information relating to such Stockholder, beneficial owner, if any, and nominee that would be required to be disclosed in solicitations of proxies for election of Directors in a contested election, or would otherwise be required, in each case pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Any such Stockholder's notice to the Secretary shall also include or be accompanied by, with respect to each nominee for election or reelection to the Board, a completed and signed questionnaire, representation and agreement required by Section 2.10(e) . The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent Director or that could be material to a reasonable Stockholder's understanding of the independence, or lack thereof, of such nominee.

(d) *Duty to Update Information* . A Stockholder providing notice of any nomination proposed to be made at a meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to Section 2.10(c) shall be true and correct as of the record date for the determination of Stockholders entitled to vote at the meeting and as of the date that is 10 business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received at, the principal executive offices of the Corporation not later than five business days after the record date for the determination of Stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight business days prior to the date for the meeting and, if practicable (or, if not practicable, on the first practicable date prior to), any adjournment or postponement thereof (in the case of the update and supplement required to be made as of 10 business days prior to the meeting or any adjournment or postponement thereof). In addition, following the occurrence of any event that materially changes the information provided or required to be provided in such notice pursuant to this Section 2.10 , a Stockholder that has provided notice of any nomination proposed to be made at a meeting, within 10 days after such

event and in any event prior to that meeting, shall deliver an updated and supplemented notice to the Secretary.

(e) *Nominee Requirements* . To be eligible to be a nominee for election or reelection as a Director, a person must meet all of the qualifications to serve as a Director as set forth in these Bylaws, the DGCL or other Applicable Laws and deliver (in accordance with the time periods prescribed for delivery of notice under Section 2.10(b)) to the Secretary at the principal executive offices of the Corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be in the form provided by the Secretary upon written request) and a written representation and agreement (in the form provided by the Secretary upon written request) that such person (A) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a Director, will act or vote on any issue or question (a " Voting Commitment ") that has not been disclosed to the Corporation or (2) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a Director, with such person's fiduciary duties under the DGCL or other Applicable Laws, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a Director that has not been disclosed therein, and (C) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a Director, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation.

(f) *Chairman of the Board to Determine Whether Requirements and Qualifications Have Been Met.* The Chairman of the Board or, if he or she is not presiding, the Director or officer presiding over the meeting of Stockholders shall determine whether or not any person nominated to serve as a Director meets the qualifications set forth in these Bylaws, the DGCL or other Applicable Laws and whether or not the requirements of this Section 2.10 have been met with respect to any nomination or purported nomination. If the Chairman of the Board or the other Director or officer presiding over such meeting determines that any purported nomination was not made in accordance with the requirements of this Section 2.10 , or that the person so nominated is not qualified to serve as a Director, the Chairman of the Board or such presiding Director or officer shall so declare at the meeting and the defective nomination shall be disregarded.

Section 2.11 Compensation . Unless otherwise restricted by the DGCL or other Applicable Laws, the Board shall have the authority to fix the compensation of the Directors. The Directors may be paid their expenses, if any, of attendance at each meeting of the Board and may be paid a fixed sum for attendance at each meeting of the Board or a stated salary or other compensation as a Director. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing Board Committees may also be paid their expenses, if any, and an additional sum, salary or other compensation for attending Board Committee meetings.

ARTICLE III
BOARD COMMITTEES

Section 3.1 Board Committees . The Board may designate one or more Board Committees consisting of one or more of the Directors. The Board may designate one or more Directors as alternate members of any Board Committee, who may replace any absent or disqualified member at any meeting of that Committee. The Board may change the membership of any Board Committee and fill vacancies on any such Committee at any time. A majority of the members of any Board Committee will constitute a quorum for the transaction of business by that Committee unless the Board requires a greater number for that purpose. The Board may elect a chair of any Board Committee. Except as otherwise set forth in these Bylaws, the election or appointment of any Director to a Board Committee will not create any contract rights for such Director, and the Board's removal of any member of any Board Committee will not prejudice any contract rights that such Director otherwise may have. Subject to the DGCL or other Applicable Laws, each Board Committee the Board may designate pursuant to this Section 3.1 will have and may exercise all the powers and authorities of the Board to the extent the Board so provides. Each Board Committee may appoint such subcommittees as it may deem necessary, advisable or appropriate.

Section 3.2 Board Committee Rules. Unless the Board otherwise provides, each Board Committee may make, alter and repeal rules for the conduct of its business. In the absence of those rules, each Board Committee will conduct its business in the same manner as the Board conducts its business pursuant to ARTICLE II or any rules and procedures adopted by the Board in accordance with Section 2.1(b) .

ARTICLE IV
OFFICERS

Section 4.1 Designation . The officers of the Corporation will consist of a Chief Executive Officer, President, Secretary, Treasurer and such senior or other Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers as the Board may elect or appoint from time to time. Any number of offices of the Corporation may be held by the same person. The Board shall also elect or appoint from among the Directors a person to act as Chairman of the Board who shall not be deemed to be an officer of the Corporation unless he or she has otherwise been elected or appointed as such. The Chairman of the Board must be a U.S. citizen.

Section 4.2 Chief Executive Officer. The Chief Executive Officer will, subject to the control of the Board: (i) have general supervision and control of the affairs, business, operations and properties of the Corporation; (ii) see that all orders and resolutions of the Board are carried into effect; and (iii) have the power to appoint and remove all subordinate officers, employees and agents of the Corporation, except for those the Board elects or appoints. The Chief Executive Officer also will perform such other duties and may exercise such other powers as generally pertain to his or her office or these Bylaws or the Board by resolution assigns to him or her from time to time. The Chief Executive Officer must be a U.S. citizen.

Section 4.3 Powers and Duties of Other Officers . The other officers of the Corporation will have such powers and duties in the management of the Corporation as the Board by resolution may prescribe and, except to the extent so prescribed, as generally pertain to their respective offices, subject to the control of the Board. The Board may require any officer, agent or employee to give security for the faithful performance of his or her duties.

Section 4.4 Vacancies . Whenever vacancies occur in any office by death, resignation, increase in the number of officers of the Corporation or otherwise, the same shall be filled by the Board or the Chief Executive Officer, and the officer so elected shall hold office until such officer's successor is elected or appointed or until his or her earlier death, resignation or removal.

Section 4.5 Removal . Any officer or agent elected or appointed by the Board or the Chief Executive Officer may be removed by the Board whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract, common law and statutory rights, if any, of the person so removed. Except as otherwise provided in these Bylaws, no election or appointment of an officer or agent, or service of such officer or agent in such capacity, in and of itself, will create contract rights.

Section 4.6 Action with Respect to Securities of Other Corporations. Unless otherwise directed by the Board, the Chairman of the Board, the Chief Executive Officer, the President, any Vice President and the Treasurer of the Corporation shall each have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of or with respect to any action of security holders of any other corporation in which the Corporation may hold securities and otherwise to exercise any and all rights and powers which the Corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE V
CAPITAL STOCK

Section 5.1 Share Certificates/Uncertificated Shares . Shares of capital stock of the Corporation will be uncertificated and shall not be represented by certificates except as to the extent required by Applicable Laws or as may otherwise be authorized by the Secretary of the Corporation. Ownership of all uncertificated shares shall be evidenced by book entry notation on the books of the Corporation. Any shares of capital stock represented by a certificate shall be issued in such form as approved by the Board. No certificate representing shares, if any, will be valid unless it is signed by or in the name of the Corporation in accordance with the DGCL. Any certificates issued by the Corporation for any class of capital stock shall be consecutively numbered. The name of the person owning the shares represented thereby, with the class and number of such shares and the date of issue shall be entered in the books and records of the Corporation.

Section 5.2 Transfer of Shares . The Corporation may act as its own transfer agent and registrar for shares of its capital stock or use the services of one or more transfer agents and registrars as the Board by resolution may appoint from time to time. Transfers of uncertificated shares shall be made on the books of the Corporation upon receipt of proper

transfer instructions from the registered holder or from such holder's attorney upon presentment of a power of attorney or other proper evidence of succession, assignment or authority to transfer in accordance with customary procedures for transferring shares in uncertificated form. Transfers of shares, if any, represented by certificates will be made on the books of the Corporation only upon receipt by the Corporation of the certificate or certificates representing such shares properly endorsed for transfer or accompanied by appropriate stock transfer powers. No transfer of shares shall be valid until such transfer has been made upon the books of the Corporation.

Section 5.3 Ownership of Shares . Unless otherwise required by the DGCL or other Applicable Laws, the Corporation may regard the person in whose name any shares issued by the Corporation are registered in the stock transfer records of the Corporation at any particular time (including, without limitation, as of a record date fixed pursuant to Section 1.4 as the owner of such shares at that time for all purposes including but not limited to voting, receiving distributions thereon or notices in respect of, transferring, exercising rights of dissent with respect to, entering into agreements with respect to, or giving proxies with respect to such shares; and neither the Corporation nor any of its officers, Directors, employees or agents shall be liable for regarding that person as the owner of such shares at that time for any of those purposes.

Section 5.4 Regulations Regarding Shares. The Board will have the power and authority to make all such additional rules and regulations, or authorize the Corporation's transfer agent or registrar to make such additional rules and regulations, as the Board or the transfer agent or registrar, as the case may be, may deem expedient or desirable concerning the issue, transfer and registration of shares of capital stock of the Corporation.

ARTICLE VI
INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 6.1 Indemnification . The Corporation shall, to the fullest extent permitted by the DGCL and other Applicable Laws in effect on the effective date of these Bylaws, and to such greater extent as the DGCL or other Applicable Laws may thereafter permit, indemnify and hold each Indemnitee (as this and all other capitalized words used in this ARTICLE VI and not previously defined in these Bylaws are defined in Section 6.13) harmless from and against any and all Losses and any and all reasonable Expenses incurred by such Indemnitee in connection with any Proceeding in which such Indemnitee is made or threatened to be made a party, or is made or threatened to be made a witness, by reason of the fact that such Indemnitee is or was a Director or officer of the Corporation or is or was serving in another Corporate Capacity at the request of the Corporation.

Section 6.2 Advancement of Expenses . In the event of any threatened or pending Proceeding that may give rise to a right of indemnification to an Indemnitee under this ARTICLE VI, following a written request to the Corporation by such Indemnitee pursuant to Section 6.3 , the Corporation shall promptly pay to the Indemnitee, or pay directly to the third party or parties to whom such Expenses are payable, amounts to cover all reasonable Expenses incurred by such Indemnitee in such Proceeding in advance of its final disposition upon the receipt by the Corporation of (a) a written undertaking executed by or on behalf of such Indemnitee providing that the Indemnitee will repay the advances if it shall ultimately be

determined that the Indemnitee is not entitled to be indemnified by the Corporation as provided in this ARTICLE VI or otherwise under the DGCL or other Applicable Laws and (b) reasonably satisfactory evidence as to the amount and nature of such Expenses incurred.

Section 6.3 Notice of Proceeding; Request for Indemnification . Promptly upon receipt by an Indemnitee of notice of the commencement of, or a threat to commence, any Proceeding for which such Indemnitee anticipates or contemplates making a claim for indemnification or advancement of Expenses pursuant to this ARTICLE VI, the Indemnitee shall notify the Corporation of the commencement or threat of commencement of such Proceeding; *provided, however* , that any delay in so notifying the Corporation shall not constitute a waiver or release by the Indemnitee of his or her rights hereunder and that any omission by the Indemnitee to so notify the Corporation shall not relieve the Corporation from any liability that it may have to the Indemnitee otherwise than under this ARTICLE VI unless and only to the extent that the Corporation can demonstrate that it was materially prejudiced by such delay or omission. The Indemnitee, along with the notice of commencement of, or threat to commence, such Proceeding, shall submit to the Secretary a written claim for indemnification and advancement of Expenses. Such written claim shall contain sufficient information to reasonably inform the Corporation about the nature of the Proceeding and the extent of the indemnification and advancement of Expenses sought by the Indemnitee. The Secretary shall promptly advise the Board of such claim.

Section 6.4 Determination of Entitlement; No Change of Control . If there has been no Change of Control on or before the date of the determination of an Indemnitee's entitlement to indemnification pursuant to this ARTICLE VI, such determination shall be made in accordance with Section 145(d) of the DGCL. If the determination is to be made by an Independent Counsel, the Corporation shall furnish notice to the Indemnitee, within 10 days after receipt of the Indemnitee's claim for indemnification, specifying the identity and address of the selected Independent Counsel. The Indemnitee may, within 14 days after receipt of such written notice, deliver to the Corporation a written objection to such selection. Such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of an Independent Counsel (as set forth in Section 6.13) and the objection shall set forth with particularity the factual basis for such assertion. If the Indemnitee so objects to the selection of an Independent Counsel, the Corporation may petition the Court for a determination that the Indemnitee's objection is without a reasonable basis, and the Indemnitee may petition the Court for the appointment of an Independent Counsel selected by the Court. No Independent Counsel may serve if a timely objection has been made to his or her selection until a court has determined that such objection is without a reasonable basis.

Section 6.5 Determination of Entitlement; Change of Control . If there has been a Change of Control on or before the date of the determination of an Indemnitee's entitlement to indemnification pursuant to this ARTICLE VI, such determination shall be made in a written opinion by an Independent Counsel selected by the Indemnitee. The Indemnitee shall give the Corporation written notice advising of the identity and address of the Independent Counsel so selected. The Corporation may, within 14 days after receipt of such written notice of selection, deliver to the Indemnitee a written objection to such selection. The Indemnitee, within 14 days after the receipt of such objection from the Corporation, may submit the name of another Independent Counsel and the Corporation, within seven days after receipt of such written notice,

may deliver to the Indemnitee a written objection to the Indemnitee's second selection. Any objections referred to in this Section 6.5 may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of an Independent Counsel (as set forth in Section 6.13) and such objection shall set forth with particularity the factual basis for such assertion. The Indemnitee may petition the Court for a determination that the Corporation's objection to the first or second selection of an Independent Counsel is without a reasonable basis or for the appointment of an Independent Counsel selected by the Court. No Independent Counsel may serve if a timely objection has been made to his or her selection until a court has determined that such objection is without a reasonable basis. Upon the final selection of an Independent Counsel in accordance with this Section 6.5 , the disinterested members of the Board shall direct the Independent Counsel to make a determination of the Indemnitee's entitlement to indemnification in a written opinion as permitted under Section 145(d) of the DGCL.

Section 6.6 Presumptions . In any determination or adjudication of an Indemnitee's right to receive indemnification or advancement of Expenses pursuant to this ARTICLE VI:

(a) *Standard of Conduct Presumed to Have Been Satisfied* . Any Indemnitee shall be presumed to have satisfied the applicable standard of conduct under the DGCL or other Applicable Laws to entitle him or her to indemnification in accordance with Section 6.1 , and the Corporation shall have the burden of proof to overcome the presumption by clear and convincing evidence.

(b) *No Effect of Adverse Resolution of Proceeding.* The termination of any Proceeding, or of any Matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, in and of itself, shall not adversely affect the right of an Indemnitee to indemnification or create a presumption that the Indemnitee did not satisfy the applicable standard of conduct under the DGCL or other Applicable Laws to entitle him or her to indemnification.

(c) *Employee Plans* . A person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan of the Corporation shall be deemed to have acted in good faith and in a manner not opposed to the best interests of the Corporation.

(d) *Reliance on Books and Records; Opinions, Reports.* A person shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal Proceeding, to have had no reasonable cause to believe his or her conduct was unlawful, if his or her action was taken in reliance upon (i) the records or books of account or other records of the Corporation or another entity for which such person is or was serving in a Corporate Capacity at the request of the Corporation, (ii) information, opinions, reports or statements presented to him or her or to the Corporation or another entity for which such person is or was serving in a Corporate Capacity at the request of the Corporation by any of the Corporation's or such other entity's officers, employees or Directors, or Board Committees, or by any other person as to matters that the person relying on such information reasonably believes are in such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the

Corporation or such other entity or (iii) on information or records given or reports made to the Corporation, or to another entity for which such person is or was serving in a Corporate Capacity at the request of the Corporation, by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by or on behalf of the Corporation or such other entity. The provisions of this paragraph shall not be deemed to be exclusive or to limit in any way the circumstances in which an Indemnitee may be deemed to have met the applicable standards of conduct for determining entitlement to rights under this ARTICLE VI.

(e) *Expenses Presumed Reasonable* . An Indemnitee will have the burden of showing that the Indemnitee actually incurred any Expenses for which the Indemnitee requests indemnification or advancement pursuant to Section 6.1 or Section 6.2 . If the Corporation has made any advance payments in respect of any Expenses incurred by the Indemnitee without objecting in writing to the Indemnitee at the time of the advance to the reasonableness thereof, the incurrence of that Expense by the Indemnitee will be deemed for all purposes hereunder to have been reasonable. In the case of any Expense as to which such an objection has been made, or any Expenses for which no advance has been made, the incurrence of that Expense will be presumed to have been reasonable, and the Corporation will have the burden of proof to overcome that presumption.

(f) *No Knowledge Imputed to Indemnitee.* Neither the knowledge nor the conduct of any other Director, officer, employee, agent, manager, member, representative, administrator or other official of the Corporation, or any other entity for which an Indemnitee is or was serving at the request of the Corporation, shall be imputed to the Indemnitee.

(g) *Presumed to be Serving at the Request of the Corporation.* A person serving in a Corporate Capacity with a direct or indirect subsidiary of the Corporation or another entity in the course of carrying out his or her duties to the Corporation or any direct or indirect subsidiary of the Corporation will, absent evidence to the contrary, be deemed to be serving in such Corporate Capacity at the request of the Corporation regardless of whether or not such request was made in writing.

Section 6.7 Independent Counsel Expenses . The Corporation shall pay any and all reasonable fees and expenses of an Independent Counsel selected or appointed pursuant to this ARTICLE VI and in any Proceeding brought pursuant to Section 6.8 to which such Independent Counsel is a party or witness in respect of its investigation and written report. The Corporation shall also pay all reasonable fees and expenses incident to the procedures in which such Independent Counsel was selected or appointed, including all reasonable fees and expenses incident to a Court petition to select or appoint an Independent Counsel.

Section 6.8 Adjudication to Enforce Rights . In the event that (a) a determination is made pursuant to Section 6.4 or Section 6.5 that an Indemnitee is not entitled to indemnification under this ARTICLE VI; (b) advancement of Expenses is not timely made pursuant to Section 6.2 ; (c) a determination to be made pursuant to Section 6.4 (unless such determination is to be made by Independent Counsel) is not made and furnished to Indemnitee in writing within 60 days after the date of the Indemnitee's claim for indemnification delivered pursuant to Section 6.3 ; (d) an Independent Counsel has not made and delivered a written opinion determining the claim for indemnification (i) within 90 days after being appointed by the

Court, (ii) within 90 days after objections to his or her selection have been overruled by the Court or (iii) within 90 days after the time for the Corporation or Indemnitee to object to such Independent Counsel's selection has expired; or (e) payment of indemnification is not made within five days after a determination in favor of the Indemnitee has been made pursuant to Section 6.4 or Section 6.5 , the Indemnitee may petition the Court to enforce his or her rights to indemnification and/or advancement of Expenses pursuant to this ARTICLE VI. In the event that a determination shall have been made that the Indemnitee is not entitled to indemnification, any adjudication commenced pursuant to this Section 6.8 shall be conducted in all respects as a *de novo* trial on the merits and the Indemnitee shall not be prejudiced by reason of that adverse determination. If a determination shall have been made or is deemed to have been made pursuant to Section 6.4 or Section 6.5 that Indemnitee is entitled to indemnification, the Corporation shall be bound by such determination in any Proceeding commenced pursuant to this Section 6.8 , or otherwise, unless the Indemnitee knowingly misrepresented a material fact in connection with the claim for indemnification, or such indemnification is prohibited by Applicable Laws. In the event of any determination pursuant to Section 6.4 or Section 6.5 that is adverse to the Indemnitee, the Indemnitee must commence Proceedings under this Section 6.8 within one year following notice of such determination to the Indemnitee or be bound by such determination for all purposes under this ARTICLE VI. The Corporation shall be precluded from asserting in any Proceeding commenced pursuant to this Section 6.8 that the procedures and presumptions of this ARTICLE VI are not valid, binding and enforceable. If an Indemnitee prevails in any Proceeding brought pursuant to this Section 6.8 , then the Indemnitee shall be entitled to recover from the Corporation, and shall be indemnified by the Corporation against, any and all Expenses actually and reasonably incurred by him or her in such Proceeding. If it shall be determined in such Proceeding that Indemnitee is entitled to receive part but not all of the indemnification or advancement of Expenses sought, then the Expenses incurred by Indemnitee in connection with such Proceeding shall be prorated between the Indemnitee and the Corporation based upon the percentage that the amount of indemnification and Expenses awarded to the Indemnitee in such Proceeding bears to the total amount of indemnification and Expenses sought by the Indemnitee in such Proceeding.

Section 6.9 Participation by the Corporation . With respect to any Proceeding (or any Matter therein) to which the Corporation is not a party: (a) the Corporation will be entitled to participate therein at its own expense; (b) except as otherwise provided below, to the extent that, and for so long as, the Corporation has agreed in writing that an Indemnitee is entitled to full indemnification for a Proceeding or any Matter therein, the Corporation (jointly with any other indemnifying party similarly notified) will be entitled to assume the defense thereof, with counsel reasonably satisfactory to the Indemnitee; and (c) the Corporation shall not be liable to indemnify the Indemnitee under this ARTICLE VI for any amounts paid in settlement of any action or claim effected without its prior written consent, which consent shall not be unreasonably withheld. After receipt of notice from the Corporation to the Indemnitee of the Corporation's election to assume the defense of a Proceeding (or any Matter therein) pursuant to this Section 6.9 , the Corporation will not be liable to the Indemnitee under this ARTICLE VI for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof except as otherwise provided below. The Indemnitee shall have the right to employ his or her own counsel in such Proceeding, but the fees and expenses of such counsel incurred after the Corporation has assumed the defense thereof shall be at the expense of the Indemnitee unless the employment of separate counsel by Indemnitee has been

authorized by the Corporation. Notwithstanding the foregoing, the Corporation shall have no right to assume the defense of any Proceeding or any Matter therein if (x) the Indemnitee reasonably concludes that there is a conflict of interest between the Corporation and the Indemnitee in the conduct of the defense of such Proceeding or Matter; (y) the Corporation does not employ counsel or otherwise fails to diligently defend such Proceeding or Matter; or (z) the Proceeding involves allegations of criminal violations against the Indemnitee, and the fees and expenses of counsel employed by Indemnitee shall be subject to advancement and indemnification (and all limitations thereto) pursuant to the terms of this ARTICLE VI. The Corporation shall not settle any Proceeding or any Matter therein in any manner that would impose any restrictions or unindemnified Losses on the Indemnitee without Indemnitee's prior written consent, which consent shall not be unreasonably withheld.

Section 6.10 Nonexclusivity of Rights; Successors in Interest

(a) *Nonexclusivity.* The rights of indemnification and advancement of Expenses as provided by this ARTICLE VI shall not be deemed exclusive of any other rights to which an Indemnitee may at any time be entitled under the DGCL or other Applicable Laws, the Certificate of Incorporation, these Bylaws, any agreement, a vote of Stockholders or a resolution of Directors, or otherwise. No amendment, alteration or repeal of this ARTICLE VI or any provision of these Bylaws shall be effective as to any Indemnitee for acts, events and circumstances that occurred, in whole or in part, before such amendment, alteration or repeal was adopted. The provisions of this ARTICLE VI shall be deemed to preclude the indemnification of any person who is not specified in this ARTICLE VI as having the right to receive indemnification.

(b) *Successors in Interest* . The provisions of this ARTICLE VI shall inure to the benefit of any Indemnitee and his or her heirs, executors, administrators or personal representatives and be binding upon, and enforceable against, the Corporation and its successors and assigns, including (a) any resulting or surviving entity or entities of any consolidation or merger in which the Corporation is a constituent entity and ceases to exist as a separate entity; and (b) any successor of all or substantially all of the assets and properties of the Corporation (in which event, the Corporation shall cause any such successor of the Corporation's assets and properties to agree to assume the obligations of the Corporation under this ARTICLE VI).

Section 6.11 Insurance; Third Party Payments; Subrogation . The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any Losses or Expenses, whether or not the Corporation would have the power to indemnify such person against such Losses or Expenses under the DGCL or other Applicable Laws. The Corporation shall not be liable under this ARTICLE VI to make any payment of amounts otherwise payable hereunder if, but only to the extent that, an Indemnitee has previously actually received such payment of such amounts from a third party under any insurance policy, contract, agreement or other arrangement. Without limiting the effect of the foregoing, in the event that any Indemnitee is entitled to indemnification or advancement of Expenses for the same Losses or Expenses from both the Corporation under this ARTICLE VI or otherwise and another entity (other than a wholly-owned subsidiary of the Corporation, whether owned directly by the Corporation or indirectly through other subsidiaries) as a result of such

Indemnitee serving in a Corporate Capacity for such other entity, then, as between the Corporation and such other entity, the Corporation's obligations to provide indemnification or advancement of Expenses will be secondary to the obligations of such other entity, and the Corporation will only be obligated to pay such indemnification or advancement of Expenses upon the denial of any claim for such indemnification or advancement of Expenses by such other entity. In the event of any payment hereunder, the Corporation shall be subrogated to the extent of such payment to all the rights of recovery of an Indemnitee, who shall execute all documents or other instruments and take all other actions, at the Corporation's expense, as are reasonably requested by the Corporation and necessary to secure such rights, including the execution of any documents necessary to enable the Corporation to bring a Proceeding to enforce such rights.

Section 6.12 Certain Actions for Which Indemnification Is Not Provided . Notwithstanding any other provision of this ARTICLE VI, no person shall be entitled to indemnification or advancement of Expenses under this ARTICLE VI with respect to (a) any Proceeding or any Matter therein initiated by such person or any counter-claim or third-party claim made or threatened in response to a Proceeding initiated by such person except for (i) any Proceeding authorized by the Corporation or (ii) any Proceeding brought by an Indemnitee pursuant to Section 6.8 or otherwise to enforce his or her rights under this ARTICLE VI, or (b) any claim made against an Indemnitee for an accounting of profits, under Section 16(b) of the Exchange Act or any similar provision of the DGCL or other Applicable Laws, from the purchase and sale, or sale and purchase, by the Indemnitee of securities of the Corporation.

Section 6.13 Definitions . For purposes of this ARTICLE VI:

" Change of Control " means a change in control of the Corporation after the date Indemnitee acquired his or her Corporate Capacity, which shall be deemed to have occurred in any one of the following circumstances occurring after such date: (i) there shall have occurred an event that is or would be required to be reported with respect to the Corporation in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Exchange Act, if the Corporation is or were subject to such reporting requirement; (ii) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) shall have become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Corporation representing 40% or more of the combined voting power of the Corporation's then outstanding voting securities without prior approval of at least two-thirds of the members of the Board in office immediately prior to such person's attaining such percentage interest; (iii) the Corporation is a party to a merger, consolidation, sale of assets or other reorganization, or a proxy contest, as a consequence of which members of the Board in office immediately prior to such transaction or event constitute less than a majority of the Directors then in office thereafter; (iv) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board (including, for this purpose, any new Director whose election or nomination for election by the Stockholders was approved by a vote of at least two-thirds of the Directors then still in office who were Directors at the beginning of such period) cease for any reason to constitute a majority of the Directors then in office; or (v) approval by the stockholders of the Corporation of a complete liquidation or dissolution of the Corporation, other than a liquidation or dissolution in connection with a transaction to which clause (iii) above applies.

" Corporate Capacity " describes the status of an individual as (i) a Director or officer of the Corporation, or (ii) a director, officer, manager, partner, member, member representative, trustee or other duly appointed official of any other corporation, partnership, limited liability company, association, joint venture, trust, employee benefit plan or other enterprise or entity.

" Court " means the Court of Chancery of the State of Delaware or any other court of competent jurisdiction.

" Expenses " shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, expert fees, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness in a Proceeding.

" Indemnitee " means any person who is or is threatened to be made a party or witness in any Proceeding by reason of serving as a Director or officer of the Corporation or in another Corporate Capacity at the request of the Corporation.

" Independent Counsel " means a law firm, or a member of a law firm, that is experienced in matters of corporate law and neither presently is, nor in the five years previous to his, her or its selection or appointment has been, retained to represent: (i) the Corporation or the applicable Indemnitee in any matter material to either such party or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder.

" Losses " means losses, judgments, fines, penalties, damages, amounts paid in settlement and other actual out of pocket losses.

" Matter " means a claim, a material issue or a substantial request for relief.

" Proceeding " means any action, suit, arbitration, alternate dispute resolution mechanism, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative or investigative.

Section 6.14 Notices under Article VI . Any communication required or permitted to be given to the Corporation under this ARTICLE VI shall be addressed to the Secretary at the Corporation's principal office and any such communication to an Indemnitee shall be addressed to the Indemnitee's address as shown on the Corporation's records unless he or she specifies otherwise and shall be personally delivered, delivered by U.S. Mail, or delivered by commercial express overnight delivery service, or by facsimile, electronic mail or other means of electronic transmission consented to by the intended recipient. Any such notice shall be effective upon receipt.

Section 6.15 Contractual Nature of Rights; Contribution

(a) *Contractual Nature of Rights* . The rights to indemnification and advancement of Expenses provided in this ARTICLE VI shall be considered the equivalent of a contract right that vests upon the occurrence or alleged occurrence of any act or omission that

forms the basis for or is related to the Proceeding for which indemnification or advancement of Expenses is sought by an Indemnitee, to the same extent as if the provisions of this ARTICLE VI were set forth in a separate, written contract between such Indemnitee and the Corporation. Such rights shall survive the termination of any Indemnitee's service, whether by resignation, removal or otherwise, and will continue to be effective with respect to actions taken or events occurring, in whole or in part, during the term of such Indemnitee's office regardless of when any Proceeding giving rise to an Indemnitee's rights under this ARTICLE VI are commenced. No repeal, amendment or modification to this ARTICLE VI, or any provisions of these Bylaws, will limit, restrict or otherwise adversely affect the rights of any Indemnitee with respect to any actions taken or events occurring, in whole or part, prior to the date of such repeal, amendment or modification regardless of when any Proceeding giving rise to an Indemnitee's rights under this ARTICLE VI are commenced.

(b) *Contribution* . If it is established that any Indemnitee has the right to be indemnified under Section 6.1 or is entitled to advancement of Expenses under Section 6.2 in respect of any Proceeding, or Matter therein, but that right is unenforceable by reason of any Applicable Laws or public policy, then, to the fullest extent permitted by Law, the Corporation, in lieu of indemnifying the Indemnitee in accordance with Section 6.1 , will contribute or cause to be contributed an amount to the Indemnitee to offset the Losses the Indemnitee has incurred, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement or for Expenses reasonably incurred, in connection with such Proceeding or Matter, as is deemed fair and reasonable in light of all the circumstances of the Proceeding or Matter in order to reflect: (i) the relative benefits that the Indemnitee and the Corporation have received as a result of the events or transactions giving rise to the Proceeding or Matter; or (ii) the relative fault of the Indemnitee and of the Corporation and its other employees, officers or agents in connection with the events or transactions.

Section 6.16 Indemnification of Employees, Agents and Fiduciaries . The Corporation, by adoption of a resolution of the Board, may indemnify and advance Expenses to a person who is an employee, agent or fiduciary of the Corporation including any such person who is or was serving at the request of the Corporation as a employee, agent or fiduciary of any other corporation, partnership, joint venture, limited liability company, trust, employee benefit plan or other entity to the same extent and subject to the same conditions (or to such lesser extent and/or with such other conditions as the Board may determine) under which it may indemnify and advance Expenses to an Indemnitee under this ARTICLE VI. The Board, by resolution, may delegate its right and authority to approve the indemnification of, or the advancement of Expenses to, any employee, agent or fiduciary of the Corporation to the Chief Executive Officer or any Vice President, in consultation with the General Counsel or other chief legal officer of the Corporation.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Fiscal Year . The fiscal year of the Corporation shall end on the 31st day of December of each year or as otherwise provided by a resolution adopted by the Board.

Section 7.2 Corporate Seal . The Corporation may adopt a corporate seal, which will have the name of the Corporation inscribed thereon and will be in such form as the Board by resolution may approve from time to time.

Section 7.3 Self-Interested Transactions . No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other entity in which one or more of its Directors or officers are Directors or officers (or hold equivalent offices or positions), or have a financial interest, will be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or Board Committee which authorizes the contract or transaction, or solely because his, her or their votes are counted for that purpose, if: (i) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the Board Committee, and the Board or Board Committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or (ii) the material facts as to the Director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of those Stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a Board Committee or the Stockholders. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a Board Committee which authorizes the contract or transaction.

Section 7.4 Form of Records . Any records the Corporation maintains in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in the form of electronic media or any other information storage device or system, provided that such records so kept can be converted into clearly legible paper form within a reasonable time.

Section 7.5 Bylaw Amendments . The Board has the power to adopt, amend, repeal or restate from time to time these Bylaws. Any adoption, amendment, repeal or restatement of these Bylaws by the Board shall require the approval of a majority of the Directors then in office. The Stockholders shall also have the power to adopt, amend, repeal or restate these Bylaws at any meeting of the Stockholders before which such matter has been properly brought in accordance with Section 1.10 ; *provided, however,* that, except for any amendment, repeal or restatement approved by a majority of the Directors then in office prior to submission for a Stockholder vote, in addition to any vote of the holders of any class or series of capital stock of the Corporation required by the DGCL or other Applicable Laws or by the Certificate of Incorporation, the affirmative vote of the holders of at least eighty percent (80%) of the voting power of the then issued and outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class, shall be required to adopt, amend, repeal or restate any provision of these Bylaws.

Section 7.6 Notices; Waiver of Notice.

(a) *Delivery of Notice.* Any notice required to be given to any Director under the provisions of the DGCL or other Applicable Laws, the Certificate of Incorporation or these

Bylaws, will be deemed to be sufficient if given (i) by facsimile, electronic mail or other form of electronic transmission or (ii) by deposit of the same in the United States mail, with postage paid thereon, addressed to the person entitled thereto at his or her address as it appears in the records of the Corporation, and that notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be. Any notice required to be given to any Stockholder under the provisions of the DGCL or other Applicable Laws, the Certificate of Incorporation or these Bylaws, will be deemed to be sufficient if given (i) by facsimile, electronic mail or other form of electronic transmission consented to by such Stockholder or (ii) by deposit of the same in the United States mail, with postage paid thereon, addressed to the person entitled thereto at his or her address as it appears in the records of the Corporation, and that notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be.

(b) *Waiver of Notice.* As to any notice required to be given to any Stockholder or Director under the provisions of the DGCL or other Applicable Laws, the Certificate of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to that notice or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, will be equivalent to the giving of that notice. Attendance of a person at a meeting will constitute a waiver of notice of that meeting, except when the person attends a meeting solely for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Stockholders, the Board or any Board Committee need be specified in any written waiver of notice or any waiver by electronic transmission unless the Certificate of Incorporation or these Bylaws so require.

Section 7.7 Resignations . Any Director or officer of the Corporation may resign at any time. Any such resignation shall be made by notice in writing (including by electronic transmission) provided to the Chairman of the Board, the Chief Executive Officer or the Secretary and shall take effect at the time specified in such notice, or, if such notice does not specify any time, at the time of its receipt by the Chairman of the Board, the Chief Executive Officer or the Secretary. The acceptance of a resignation by the Chairman of the Board, in the case of a Director or officer, or by the Chief Executive Officer or Secretary in the case of an officer, will not be necessary to make it effective, unless that resignation expressly so provides.

Section 7.8 Books, Reports and Records . The Corporation shall keep books and records of account and shall keep minutes of the proceedings of the Stockholders, the Board and each Board Committee. Each Director and each member of any Board Committee shall, in the performance of his or her duties, be fully protected in relying in good faith on the books of account or other records of the Corporation and on information, opinions, reports or statements presented to him or her or to the Corporation by any of the Corporation's officers, employees or other Directors, or Board Committees, or by any other person as to matters the Director or member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 7.9 Severability . If any provision or provisions of these Bylaws shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired

thereby; and the provisions of these Bylaws so held to be invalid, illegal or unenforceable shall be modified to the extent necessary to be conformed with Applicable Laws and to give effect, to the fullest extent possible, the intent manifested hereby.

Section 7.10 Facsimile Signatures . Facsimile or electronic signatures of the Chairman of the Board, any other Director, or any officer or officers of the Corporation may be used whenever and as authorized by the Board.

Section 7.11 Construction . When used in these Bylaws, the word "hereunder" and words of similar import refer to these Bylaws as a whole and not to any provision of these Bylaws, and the words "Article" and "Section" refer to Articles and Sections of these Bylaws unless otherwise specified. Whenever the context so requires, the singular number includes the plural and vice versa, and a reference to one gender includes the other gender and the neuter. The word "including" (and, with correlative meaning, the word "include") means including, without limiting the generality of any description preceding that word, and the words "shall" and "will" are used interchangeably and have the same meaning. Except as otherwise provided, wherever any statute, rule or regulation, or any section or provision thereof, is referred to in these Bylaws such reference shall be deemed to include any amendment or modification thereof from time to time, or any successor statute, rule or regulation.

Section 7.12 Captions . Captions to Articles and Sections of these Bylaws are included for convenience of reference only and do not constitute a part of these Bylaws for any other purpose or in any way affect the meaning or construction of any provision of these Bylaws.

Adopted: [_____], 2011

Exhibit 10.1

TAX SHARING AGREEMENT

by and between

Marathon Oil Corporation,

Marathon Petroleum Corporation, and

MPC Investment LLC

Dated as of

[_____], 2011

TAX SHARING AGREEMENT

This TAX SHARING AGREEMENT (this " Agreement "), dated as of [_____], 2011, is made by and between Marathon Oil Corporation, a Delaware corporation (" Parent "), Marathon Petroleum Corporation, a Delaware corporation and indirect, wholly owned Subsidiary of Parent (" SpinCo "), and MPC Investment LLC, a Delaware limited liability company and wholly owned Subsidiary of SpinCo.

WITNESSETH

WHEREAS, the Board of Directors of Parent has determined that it is in the best interest of its shareholders to effect a reorganization and spin-off providing for the separation of the SpinCo Group (as defined below) from the Parent Group (as defined below);

WHEREAS, Parent and SpinCo have entered into a Separation and Distribution Agreement (the " Separation and Distribution Agreement ") providing for the separation of the SpinCo Group from the Parent Group;

WHEREAS, pursuant to the terms of the Separation and Distribution Agreement, Marathon Oil Company (" MOC ") will contribute certain assets to SpinCo and SpinCo will assume certain liabilities (the " MOC Contribution "), followed by MOC's distribution of the shares of SpinCo to Parent (the " Internal Spin-Off ");

WHEREAS, pursuant to the terms of the Separation and Distribution Agreement, Parent will contribute certain assets to SpinCo and SpinCo will assume certain liabilities (the " MRO Contribution "), followed by Parent's distribution of the shares of SpinCo to Parent's shareholders (the " External Spin-Off " and, together with the Internal Spin-Off, the " Spin-Offs ");

WHEREAS, for U.S. federal income tax purposes, it is intended that each of (i) the MOC Contribution and the Internal Spin-Off and (ii) the MRO Contribution and the External Spin-Off shall qualify as a tax-free transaction under Sections 355(a) and 368(a)(1)(D) of the Code (as defined below);

WHEREAS, pursuant to the tax laws of various jurisdictions, the Affiliated Group (as defined below) of which Parent is the common parent files certain tax returns on a consolidated, combined, unitary or other group basis;

WHEREAS, the parties hereto wish to provide for the payment of Income Taxes (as defined below) and Other Taxes (as defined below) and entitlement to refunds thereof, allocate responsibility and provide for cooperation in connection with the filing of returns in respect of Income Taxes and Other Taxes, and provide for certain other matters relating to Income Taxes and Other Taxes.

NOW, THEREFORE, in consideration of the premises and the representations, covenants and agreements herein contained and intending to be legally bound hereby, Parent, SpinCo, and MPC Investment LLC hereby agree as follows:

1. ***Definitional Provisions.***

(a) *Definitions* . Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Separation and Distribution Agreement. For purposes of this Agreement, the following terms shall have the meanings set forth below:

" Actually Realized " or " Actually Realizes " shall mean, for purposes of determining the timing of the incurrence of any Spin-Off Tax Liability, Income Tax Liability or Other Tax Liability or the realization of a Refund (or any related Income Tax or Other Tax cost or benefit), whether by receipt or as a credit or other offset to Taxes payable, by a Person in respect of any payment, transaction, occurrence or event, the time at which the amount of Income Taxes or Other Taxes paid (or Refund realized) by such Person is increased above (or reduced below) the amount of Income Taxes or Other Taxes that such Person would have been required to pay (or Refund that such Person would have realized) but for such payment, transaction, occurrence or event.

" Affiliated Group " shall mean an affiliated group of corporations within the meaning of Code Section 1504(a).

" Agreement " shall have the meaning set forth in the recitals to this Agreement.

" Ashland Adjustment " shall mean an adjustment of any item of income, gain, loss, deduction or credit attributable to the distribution by the Parent Group of the stock of Ashland, Inc. in 2005.

" Ashland TMA " shall mean the Amended and Restated Tax Matters Agreement among Ashland, Inc., ATB Holdings, Inc., EXM LLC, New EXM Inc., MOC, Parent, Marathon Domestic LLC and MPC LP dated April 27, 2005.

" Business Day " shall mean any day other than a Saturday, a Sunday or a day on which banking institutions located in the state of New York are authorized or obligated by law or executive order to close.

" Carryback " shall mean the carryback of a Tax Attribute (including a net operating loss, a net capital loss or a tax credit) from a Post-Distribution Taxable Period to a Pre-Distribution Taxable Period.

" Code " shall mean the Internal Revenue Code of 1986.

" Combined Return " shall mean a consolidated, combined or unitary Income Tax Return or Other Tax Return that actually includes, by election or otherwise, one or more members of the Parent Group together with one or more members of the SpinCo Group. For the avoidance of

doubt, a Combined Return shall not include an Income Tax Return of a member of the Parent Group merely because such Tax Return includes an allocable share of any items of income or guaranteed payments of MPC LP.

" Contribution " shall mean each of the MOC Contribution and the MRO Contribution.

" Distribution Date " shall mean the date on which the External Spin-Off is completed.

" Distribution-Related Proceeding " shall mean any Proceeding in which the IRS, another Tax Authority or any other party asserts a position that could reasonably be expected to adversely affect the Tax-Free Status of any of the Spin-Off-Related Transactions.

" Equity Securities " shall mean any stock or other securities treated as equity for tax purposes, options, warrants, rights, convertible debt, or any other instrument or security that affords any Person the right, whether conditional or otherwise, to acquire stock or to be paid an amount determined by reference to the value of stock.

" External Spin-Off " shall have the meaning set forth in the recitals to this Agreement.

" Fifty-Percent or Greater Interest " shall have the meaning ascribed to such term for purposes of Sections 355(d) and (e) of the Code.

" Final Determination " (and the correlative term, " Finally Determined ") shall mean the final resolution of liability for any Income Tax or Other Tax, which resolution may be for a specific issue or adjustment or for a taxable period, (a) by IRS Form 870, 870-PT or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the laws of a state, local, or foreign taxing jurisdiction, except that a Form 870, 870-PT or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of law) the right of the taxpayer to file a claim for Refund or the right of the Tax Authority to assert a further deficiency in respect of such issue or adjustment or for such taxable period (as the case may be); (b) by a decision, judgment, decree, or other order by a court of competent jurisdiction, which has become final and nonappealable; (c) by a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the laws of a state, local, or foreign taxing jurisdiction; (d) by any allowance of a Refund or credit in respect of an overpayment of Income Tax or Other Tax, but only after the expiration of all periods during which such Refund may be recovered (including by way of offset) by the jurisdiction imposing such Income Tax or Other Tax; or (e) by any other final disposition, including by reason of the expiration of the applicable statute of limitations or by mutual agreement of the parties.

" Income Tax " (a) shall mean (i) any federal, state, local or foreign tax, charge, fee, impost, levy or other assessment that is based upon, measured by, or calculated with respect to (A) net income or profits (including, but not limited to, any capital gains, gross receipts, or minimum tax, and any tax on items of tax preference, but not including sales, use, value added, real property gains, real or personal property, transfer or similar taxes), (B) multiple bases (including, but not limited to, corporate franchise, doing business or occupation taxes), if one or

more of the bases upon which such tax may be based, by which it may be measured, or with respect to which it may be calculated is described in clause (a)(i)(A) of this definition, or (C) any net worth, franchise or similar tax, in each case together with (ii) any interest and any penalties, fines, additions to tax or additional amounts imposed by any Tax Authority with respect thereto and (b) shall include any transferee or successor liability in respect of any amount described in clause (a) of this definition.

" Income Tax Benefit " shall mean, with respect to the effect of any Carryback on the Income Tax Liability of Parent or the Parent Group for any taxable period, the excess of (a) the hypothetical Income Tax Liability of Parent or the Parent Group for such taxable period, calculated as if such Carryback had not been utilized but with all other facts unchanged over (b) the actual Income Tax Liability of Parent or the Parent Group for such taxable period, calculated taking into account such Carryback (and treating a Refund as a negative Income Tax Liability, for purposes of such calculation).

" Income Tax Liabilities " shall mean all liabilities for Income Taxes.

" Income Tax Return " shall mean any return, report, filing, statement, questionnaire, declaration or other document required to be filed with a Tax Authority in respect of Income Taxes.

" Indemnified Party " shall mean any Person seeking indemnification pursuant to the provisions of this Agreement.

" Indemnifying Party " shall mean any party hereto from which any Indemnified Party is seeking indemnification pursuant to the provisions of this Agreement.

" Internal Spin-Off " shall have the meaning set forth in the recitals to this Agreement.

" IRS " shall mean the Internal Revenue Service of the United States.

" JV Entity " shall mean an entity (a) with respect to which a member of the Parent Group or the SpinCo Group has an ownership interest and (b) that is classified as a partnership or other pass-through entity for federal, state, local, foreign or other Tax purposes.

" Losses " shall mean any and all losses, liabilities, claims, damages, obligations, payments, costs and expenses, matured or unmatured, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, known or unknown (including the costs and expenses of any and all actions, threatened actions, demands, assessments, judgments, settlements and compromises relating thereto and attorneys' fees and any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any such actions or threatened actions).

" MOC " shall have the meaning set forth in the recitals to this Agreement.

" MOC Contribution " shall have the meaning set forth in the recitals to this Agreement.

" MPC LP " shall mean Marathon Petroleum Company LP, a Delaware limited partnership.

" MRO Contribution " shall have the meaning set forth in the recitals to this Agreement.

" Other Tax Liabilities " shall mean all liabilities for Other Taxes.

" Other Tax Return " shall mean any return, report, filing, statement, questionnaire, declaration or other document required to be filed with a Tax Authority in respect of Other Taxes.

" Other Taxes " shall mean all forms of taxation, whenever created or imposed, and whether of the United States of America or elsewhere, and whether imposed by a local, municipal, governmental, state, federation or other body, and without limiting the generality of the foregoing, shall include superfund, sales, use, ad valorem, value added, occupancy, transfer, recording, withholding, payroll, employment, excise, occupation, premium or property taxes (in each case, together with any related interest, penalties and additions to tax, or additional amounts imposed by any Tax Authority thereon); *provided, however*, that Other Taxes shall not include any Income Taxes.

" Parent " shall have the meaning set forth in the recitals to this Agreement.

" Parent Adjustment " shall mean an adjustment of any item of income, gain, loss, deduction or credit attributable to any member of the Parent Group (including, in the case of any state or local consolidated, combined or unitary income or franchise taxes, a change in one or more apportionment factors of members of the Parent Group) pursuant to a Final Determination for a Pre-Distribution Taxable Period. For the avoidance of doubt, any adjustment of any item of income, gain, loss, deduction or credit of MPC LP shall not be considered a Parent Adjustment, but shall be considered a SpinCo Adjustment.

" Parent Business " shall mean each trade or business that is actively conducted (within the meaning of Section 355(b) of the Code) by Parent or any other member of the Parent Group immediately after the Spin-Off and that is relied upon in the Private Letter Ruling or the Tax Opinion Documents to satisfy the requirements of Section 355(b) with respect to the Spin-Offs.

" Parent Consolidated Group " shall mean the affiliated group of corporations (within the meaning of Section 1504(a) of the Code) of which Parent is the common parent (and any predecessor or successor to such affiliated group).

" Parent Employee " shall mean an employee of any member of the Parent Group immediately after the Spin-Off and any former employee of the Parent Group who is not a SpinCo Employee.

" Parent Group " shall mean (a) Parent and each Person that is a direct or indirect Subsidiary of Parent (including any Subsidiary of Parent that is disregarded for U.S. federal

Income Tax purposes (or for purposes of any state, local, or foreign tax law)) immediately after the Spin-Offs, (b) any corporation (or other Person) that shall have merged or liquidated into Parent or any such Subsidiary and (c) any predecessor or successor to any Person otherwise described in this definition.

" Parent Separate Return " shall mean any Income Tax Return or Other Tax Return required to be filed by any member of the Parent Group (including any consolidated, combined or unitary return) that does not include any member of the SpinCo Group. For the avoidance of doubt, a Parent Separate Return shall include any Income Tax Return required to be filed by any member of the Parent Group notwithstanding that such return includes an allocation of income, gain, deduction, loss, credit or guaranteed payments with respect to MPC LP.

" Payroll Taxes " shall mean any Taxes imposed by any Tax Authority on an employer in connection with the payment or provision of salaries or benefits and other remuneration to employees or directors, including income tax withholding, social security, unemployment taxes, and premiums for workers' compensation.

" Permitted Transaction " shall mean any transaction that satisfies the requirements of Section 5(c).

" Person " shall mean any individual, partnership, joint venture, limited liability company, corporation, association, joint stock company, trust, unincorporated organization or similar entity or a governmental authority or any department or agency or other unit thereof.

" Post-Distribution Taxable Period " shall mean a taxable period that begins after the Distribution Date.

" Pre-Distribution Taxable Period " shall mean a taxable period that ends on or before or that includes the Distribution Date. For the avoidance of doubt, a Pre-Distribution Taxable Period includes a Straddle Period.

" Private Letter Ruling " shall mean (a) any private letter ruling issued by the IRS in connection with any of the Spin-Off-Related Transactions or (b) any similar ruling issued by any other Tax Authority in connection with any of the Spin-Off-Related Transactions.

" Private Letter Ruling Documents " shall mean (a) any Private Letter Ruling, any request for a Private Letter Ruling submitted to the IRS, together with the appendices and exhibits thereto and any supplemental filings or other materials subsequently submitted to the IRS, in connection with the Spin-Off-Related Transactions, or (b) any similar filings submitted to any other Tax Authority in connection with any such request for a Private Letter Ruling.

" Proceeding " shall mean any audit or other examination, or judicial or administrative proceeding relating to liability for, or Refunds or adjustments with respect to, Income Taxes or Other Taxes.

" Refund " shall mean any refund of Income Taxes or Other Taxes, including any reduction in Income Tax Liabilities or Other Tax Liabilities by means of a credit, offset or otherwise.

" Representative " shall mean with respect to a Person, such Person's officers, directors, employees and other authorized agents.

" Restriction Period " shall mean the period beginning on the Distribution Date and ending on the day after the second anniversary of the Distribution Date.

" Separate Return Tax Liability " shall mean, in the case of any member of the SpinCo Group, the hypothetical tax liability which would have been reported if the relevant member of the SpinCo Group had been required to report its tax liability on a SpinCo Separate Return.

" Separation and Distribution Agreement " shall have the meaning set forth in the recitals to this Agreement.

" SpinCo " shall have the meaning set forth in the recitals to this Agreement.

" SpinCo Adjustment " shall mean an adjustment of any item of income, gain, loss, deduction or credit attributable to any member of the SpinCo Group (including, in the case of any state or local consolidated, combined or unitary income or franchise taxes, a change in one or more apportionment factors of members of the SpinCo Group) pursuant to a Final Determination for a Pre-Distribution Taxable Period.

" SpinCo Business " shall mean each trade or business that is actively conducted (within the meaning of Section 355(b) of the Code) by SpinCo or any other member of the SpinCo Group immediately after the Spin-Off and that is relied upon in the Private Letter Ruling or the Tax Opinion Documents to satisfy the requirements of Section 355(b) with respect to the Spin-offs.

" SpinCo Consolidated Group " shall mean the affiliated group of corporations (within the meaning of Section 1504(a) of the Code) of which SpinCo is the common parent, determined immediately after the Spin-Off (and any predecessor or successor to such affiliated group other than the Parent Consolidated Group).

" SpinCo Employee " shall mean an employee of any member of the SpinCo Group immediately after the Spin-Off and any former employee of the SpinCo Group who is not employed by a member of the Parent Group immediately after the Distribution Date.

" SpinCo Group " shall mean (a) SpinCo and each Person that is a direct or indirect Subsidiary of SpinCo (including MPC LP and any Subsidiary of SpinCo or MPC LP that is disregarded for U.S. federal Income Tax purposes (or for purposes of any state, local, or foreign tax law)) immediately after the Spin-Offs, (b) any corporation (or other Person) that shall have merged or liquidated into SpinCo or any such Subsidiary and (c) any predecessor or successor to any Person otherwise described in this definition.

" SpinCo Separate Return " shall mean any Income Tax Return or Other Tax Return required to be filed by any member of the SpinCo Group (including any consolidated, combined or unitary return) that does not include any member of the Parent Group, including any U.S. consolidated federal Income Tax Returns of the SpinCo Consolidated Group required to be filed with respect to a Post-Distribution Taxable Period.

" SpinCo Tax Liability " shall mean, with respect to any Taxing Jurisdiction, any increase in Income Tax Liability or Other Tax Liability (or reduction in a Refund) that is attributable to a SpinCo Adjustment.

" Spin-Offs " shall have the meaning set forth in the recitals to this Agreement.

" Spin-Off-Related Transactions " shall mean the MOC Contribution, the MRO Contribution and the Spin-Offs.

" Spin-Off Tax Liabilities " shall mean, with respect to any Taxing Jurisdiction, the sum of (a) any increase in Income Tax Liability or Other Tax Liability (or reduction in a Refund) incurred as a result of any corporate-level gain or income recognized with respect to the failure of any of the Spin-Off-Related Transactions to qualify for Tax-Free Status under the income tax laws of such Taxing Jurisdiction pursuant to any settlement, Final Determination, judgment, assessment or otherwise, (b) interest on such amounts calculated pursuant to such Taxing Jurisdiction's laws regarding interest on tax liabilities at the highest Underpayment Rate for corporations in such Taxing Jurisdiction from the date any Taxes with respect to such additional gain or income were required to be paid until full payment with respect thereto is made pursuant to Section 3 hereof (or in the case of a reduction in a Refund, the amount of interest that would have been received on the foregone portion of the Refund but for the failure of any of the SpinOff-Related Transactions to qualify for Tax-Free Status), and (c) any penalties actually paid to such Taxing Jurisdiction that would not have been paid but for the failure of any of the Spin-Off-Related Transactions to qualify for Tax-Free Status in such Taxing Jurisdiction.

" Straddle Period " shall mean any taxable period that begins before and ends after the Distribution Date.

" Tax " shall mean all Income Taxes and Other Taxes.

" Tax Attribute " shall mean a consolidated, combined or unitary net operating loss, net capital loss, overall domestic loss, unused investment credit, unused foreign tax credit, or excess charitable contribution (as such terms are used in Treasury Regulation Sections 1.1502-79 and 1.1502-79A or comparable provisions of foreign, state or local tax law), or a consolidated minimum tax credit or general business credit.

" Tax Authority " shall mean a governmental authority (foreign or domestic) or any subdivision, agency, commission or authority thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax (including the IRS).

" Tax Benefit " shall have the meaning set forth in Section 4(d) of this Agreement.

" Tax Counsel " shall mean tax counsel of recognized national standing that is acceptable to Parent.

" Tax Dispute " shall have the meaning set forth in Section 9 of this Agreement.

" Tax Dispute Arbitrator " shall have the meaning set forth in Section 9 of this Agreement.

" Tax-Free Status " shall mean the qualification of each of (a) the MOC Contribution and the Internal Spin-Off and (b) the MRO Contribution and the External Spin-Off, as the case may be: (i) as a transaction described in Sections 355(a) and 368(a)(1)(D) of the Code; (ii) as a transaction in which the stock distributed thereby is "qualified property" for purposes of Section 361(c) of the Code; and (iii) as a transaction in which Parent, the other members of the Parent Group, SpinCo and the other members of the SpinCo Group recognize no income or gain other than intercompany items taken into account pursuant to the Treasury Regulations promulgated pursuant to Section 1502 of the Code.

" Tax Opinion " shall mean the tax opinion issued by Tax Counsel in connection with the Spin-Off-Related Transactions.

" Tax Opinion Documents " shall mean (a) the Tax Opinion and the information and representations provided by, or on behalf of, Parent or SpinCo to Tax Counsel in connection therewith and (b) the information and representations provided by, or on behalf of Parent or SpinCo, to the IRS in connection with the Private Letter Ruling with respect to the Spin-Off-Related Transactions.

" Tax-Related Losses " shall mean:

(a) the Spin-Off Tax Liabilities,

(b) all accounting, legal and other professional fees, and court costs incurred in connection with any settlement, Final Determination, judgment or other determination with respect to such Spin-Off Tax Liabilities, and

(c) all costs, expenses, damages and other Losses associated with stockholder litigation or controversies and any amount paid by Parent or SpinCo in respect of the liability of shareholders, whether paid to shareholders or to the IRS or any other Tax Authority payable by Parent or SpinCo or their respective Affiliates, in each case, resulting from the failure of any of the Spin-Off-Related Transactions to qualify for Tax-Free Status.

" Tax Returns " shall mean all Income Tax Returns and Other Tax Returns.

" Taxing Jurisdiction " shall mean the United States and every other government or governmental unit having jurisdiction to tax Parent or SpinCo or any of their respective Affiliates.

" Underpayment Rate " shall mean the annual rate of interest described in Section 6621(c) of the Code for large corporate underpayments of Income Tax (or similar provision of state, local or foreign Income Tax law, as applicable), as determined from time to time.

" Unqualified Tax Opinion " shall mean an unqualified opinion of Tax Counsel on which Parent may rely to the effect that a transaction will not disqualify any of the Spin-Off-Related Transactions from Tax-Free Status, assuming that the Spin-Off-Related Transactions would have qualified for Tax-Free Status if such transaction did not occur.

(b) *Interpretation* . In this Agreement, unless the context clearly indicates otherwise:

(i) words used in the singular include the plural and words used in the plural include the singular;

(ii) references to any Person include such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and a reference to such Person's "Affiliates" or "Subsidiaries" shall be deemed to mean such Person's Subsidiaries following the Distribution;

(iii) any reference to any gender includes the other gender and the neuter;

(iv) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation";

(v) the words "shall" and "will" are used interchangeably and have the same meaning;

(vi) the word "or" shall have the inclusive meaning represented by the phrase "and/or";

(vii) any reference to any Section means such Section of this Agreement, and references in any Section or definition to any clause mean such clause of such Section or definition;

(viii) the words "herein," "hereunder," "hereof," "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision of this Agreement;

(ix) any reference to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented

and modified from time to time to the extent permitted by the provisions thereof and by this Agreement;

(x) any reference to any law (including statutes and ordinances) means such law (including all rules and regulations promulgated thereunder) as amended, modified, codified or reenacted, in whole or in part, and in effect at the time of determining compliance or applicability;

(xi) relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding" and "through" means "through and including";

(xii) if there is any conflict between the provisions of the Separation and Distribution Agreement and this Agreement, the provisions of this Agreement shall control with respect to the subject matter hereof;

(xiii) the headings of Sections contained in this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Agreement;

(xiv) any portion of this Agreement obligating a party to take any action or refrain from taking any action, as the case may be, shall mean that such party shall also be obligated to cause its relevant Subsidiaries to take such action or refrain from taking such action, as the case may be; and

(xv) the language of this Agreement shall be deemed to be the language the parties hereto have chosen to express their mutual intent, and no rule of strict construction shall be applied against any party.

2. ***Sole Tax Sharing Agreement.***

This Agreement shall constitute the entire agreement between Parent and SpinCo and their respective Affiliates (including direct or indirect corporate Subsidiaries, controlled partnerships, and controlled limited liability companies) with respect to the subject matters herein. Further, for the avoidance of doubt, this Agreement (and not the Second Amended and Restated Agreement of Limited Partnership of MPC LP) shall control with respect to any matters set forth herein, including but not limited to preparing and filing MPC LP Tax Returns, making any Tax elections on behalf of MPC LP, designation of the "tax matters partner" of MPC LP and the control and resolution of disputes regarding MPC LP Tax Returns.

3. ***Preparation and Filing of Tax Returns; Payment of Taxes.***

(a) *Preparation of Tax Returns.*

(i) In the absence of a controlling change in law, or except as otherwise set forth in this Agreement, all (A) Combined Returns for

Income Taxes, (B) Other Tax Returns of a member of the SpinCo Group, and (C) IRS Form 1065 (and any similar state, local or foreign Tax Returns) of MPC LP or any other JV Entity, in each case filed after the date of this Agreement with respect to a Pre-Distribution Taxable Period shall be prepared on a basis consistent with the elections, accounting methods, conventions and principles of taxation used for the most recent taxable periods for which such Tax Returns and accruals involving similar items have been filed. Except as otherwise provided in this Agreement, all decisions relating to the preparation of such Tax Returns shall be made in the sole discretion of the party responsible under this Agreement for such preparation; *provided, however,* that the party not responsible for preparing such Tax Returns shall have the right to review and comment on such Tax Returns prior to the filing thereof.

(ii) Parent shall, in its sole discretion, determine the items of income, gain, deduction, loss and credit of each member of the SpinCo Group that must be included in the federal Income Tax Return of the Parent Consolidated Group, any other Combined Return or any Parent Separate Return for the taxable year ending December 31, 2011 by closing the books of the members of the SpinCo Group at the Distribution Date or, alternatively, by ratable allocation to the extent allowable pursuant to Treasury Regulation Section 1.1502-76(b)(2)(ii) or any similar provision of state, local or foreign law. The items of income, gain, deduction, loss and credit of MPC LP and each other JV Entity that must be included in any Combined Return or Parent Separate Return for the taxable year ending December 31, 2011 shall be determined on the basis of a closing of the books as of the end of the Distribution Date in accordance with Treasury Regulation Section 1.1502-76(b)(2)(ii) or any similar provision of state, local or foreign law.

(iii) Except as limited by Section 3(a)(i), Parent (or its designee) shall determine the entities to be included in any Combined Return for any state.

(iv) SpinCo shall, and shall cause each other member of the SpinCo Group to, prepare and submit at Parent's request (and in no event later than 60 days after such request), at SpinCo's expense, all information that Parent shall reasonably request, in such form as Parent shall reasonably request, to enable Parent to prepare any Income Tax Return or Other Tax Return required to be filed by Parent, including any Tax Returns on IRS Form 1065 (and any similar state, local or foreign Tax Returns) with respect to MPC LP that are filed by Parent pursuant to this Agreement. Parent shall make any such Income Tax Return or Other Tax Return and related workpapers available for review by SpinCo to the extent such return relates to Taxes for which any member of the SpinCo Group would reasonably be expected to be liable.

(v) Except as required by applicable law or as a result of a Final Determination, neither Parent nor SpinCo shall (nor shall cause or permit any other members of the Parent Group or SpinCo Group, respectively, to) take any position that is either inconsistent with the treatment of the Spin-Off-Related Transactions as having Tax-Free Status (or analogous status under state, local or foreign law) or with respect to a specific item of income, deduction, gain, loss or credit on an Income Tax Return or Other Tax Return, treat such specific item in a manner which is inconsistent with the manner such specific item is reported on an Income Tax Return or Other Tax Return prepared or filed by Parent pursuant to Section 3(b) hereof (including the claiming of a deduction previously claimed on any such Income Tax Return or Other Tax Return).

(vi) Parent (and not SpinCo or any other member of the SpinCo Group) shall be entitled to Specified Liability Deductions (as defined in the Ashland TMA), if any, in accordance with section 5.01 of the Ashland TMA, and Parent (and not SpinCo or any other member of the SpinCo Group) shall be responsible for payments, if any, to Ashland, Inc. pursuant to section 5.02 of the Ashland TMA.

(b) *Filing of Tax Returns and Payment of Taxes.*

(i) *Parent Consolidated Return for Pre-Distribution Taxable Periods* . Parent shall prepare and file or cause to be prepared and filed all U.S. consolidated federal Income Tax Returns of the Parent Consolidated Group for all Pre-Distribution Taxable Periods and shall pay all Income Taxes due with respect to such Income Tax Returns. In consideration of Parent's payment of such Income Taxes for the taxable year ending December 31, 2011, SpinCo shall pay to Parent an amount equal to the product of (A) the net amount of any taxable income of SpinCo (and each other member of the SpinCo Group, including MPC LP) that is included in the consolidated federal Income Tax Return of the Parent Consolidated Group for the taxable year ending December 31, 2011, and (B) the highest U.S. federal income tax corporate marginal rate in effect in such year. Prior to the Distribution Date, SpinCo shall pay to Parent an estimate of the Income Taxes payable pursuant to the preceding sentence. Upon the later of (x) 10 Business Days after Parent files the applicable Income Tax Return with respect to which Income Taxes pursuant to this Section 3(b)(i) are due, or (y) five Business Days after Parent provides written notice setting forth the computation of such Income Taxes, SpinCo shall pay to Parent any such Income Taxes in excess of the estimated payment previously paid by SpinCo or, if the estimated Income Taxes paid by SpinCo exceed the amount otherwise payable, Parent shall refund such excess to SpinCo.

(ii) *Other Income Tax Returns that are Combined Returns for Pre-Distribution Taxable Periods* . Parent shall prepare and file or cause to be prepared and filed all Income Tax Returns that are Combined Returns (other than the U.S. consolidated federal Income Tax Returns described in Section 3(b)(i) above) for all Pre-Distribution Taxable Periods and shall pay all Income Taxes due with respect to such Income Tax Returns. In consideration of Parent's payment of such Income Taxes (as well as Income Taxes payable with respect to any Parent Separate Returns that are attributable to income, gain or guaranteed payments of MPC LP) for the taxable year ending December 31, 2011, with respect to each such Combined Return and each Parent Separate Return that includes an allocation of income, gain or guaranteed payments with respect to MPC LP, SpinCo shall pay to Parent an amount equal to the product of (i) the net amount of any taxable income of SpinCo (and each other member of the SpinCo Group, including MPC LP) that is included in such Tax Return for the taxable year ending December 31, 2011, and (ii) the product of (A) the highest income tax corporate marginal rate in effect in the applicable Taxing Jurisdiction for such year, and (B) sixty-five percent (0.65). Prior to the Distribution Date, SpinCo shall pay to Parent an estimate of the Income Taxes payable pursuant to the preceding sentence. Upon the later of (x) 10 Business Days after Parent files the applicable Income Tax Return with respect to which such Income Taxes are due, or (y) five Business Days after Parent provides written notice setting forth the computation of such Income Taxes, SpinCo shall pay to Parent any such Income Taxes in excess of the estimated payment previously paid by SpinCo or, if the estimated Income Taxes paid by SpinCo exceed the amount otherwise payable, Parent shall refund such excess to SpinCo.

(iii) *MPC LP Tax Returns* . Parent (on behalf of MPC LP) shall prepare and file (or cause to be prepared and filed) all U.S. returns of partnership income on IRS Form 1065 and any similar state, local or foreign Tax Returns of MPC LP for taxable periods ending on or before December 31, 2010. SpinCo (on behalf of MPC LP) shall prepare and file (or cause to be prepared and filed) all such Tax Returns of MPC LP with respect to taxable periods beginning on or after January 1, 2011, including any Straddle Periods. In the case of any Tax Return described in the preceding sentence for which items of income, gain, deduction, loss, credit or guaranteed payments of MPC LP are allocable to any member of the Parent Group, at least 30 days prior to the due date of such Tax Return, SpinCo shall submit a copy of such Tax Return to Parent. No later than 15 days after receipt of the Tax Return, Parent shall provide written notice to SpinCo of any proposed changes to such Tax Return, which comments shall be considered in good faith. MPC LP shall be responsible for all Income Taxes or Other Taxes that are imposed by any Tax Authority on MPC LP (as opposed to Taxes that are payable by MPC LP's owners with

respect to their allocable shares of MPC LP's income) for all taxable years.

(iv) *Payroll Taxes.* Parent and SpinCo each shall pay or cause to be paid any Payroll Taxes with respect to Parent Employees or SpinCo Employees, respectively, and shall be responsible for filing any Tax Returns due with respect to such Payroll Taxes.

(v) *Parent Separate Returns* . Parent shall prepare and file or cause to be prepared and filed all Parent Separate Returns. Except as provided in Sections 3(b)(ii) and 3(c)(i), Parent shall pay, or cause to be paid, and shall be responsible for, any and all Income Taxes or Other Taxes due or required to be paid with respect to any Parent Separate Return.

(vi) *SpinCo Separate Returns* . Except as provided in Section 3(b)(iii), SpinCo shall prepare and file or cause to be prepared and filed all SpinCo Separate Returns and shall be responsible for any and all Income Taxes or Other Taxes due or required to be paid with respect to any SpinCo Separate Return for both Pre-Distribution Taxable Periods and Post-Distribution Taxable Periods.

(vii) *Transfer Taxes* . SpinCo shall be responsible for, and shall indemnify each member of the Parent Group against, all transfer, documentary, sales, use, registration and similar Taxes and related fees incurred as a result of the Spin-Offs (including the MOC Contribution and the MRO Contribution), and shall timely prepare and file all Other Tax Returns as may be required in connection with the payment of such Taxes.

(viii) *Amended Returns* . (A) Except as provided in Section 3(b)(viii)(D), SpinCo (and not any member of the Parent Group) shall be entitled to amend any SpinCo Separate Returns, (B) Parent (and not any member of the SpinCo Group) shall be entitled to amend any Parent Separate Returns, (C) Parent (and not any member of the SpinCo Group) shall be entitled to file amended Combined Returns for any Pre-Distribution Taxable Period, and (D) Parent (and not any member of the SpinCo Group) shall be entitled to cause MPC LP to file an amended return for any Pre-Distribution Taxable Period. In the event that an amended return described in Section 3(b)(viii)(B), (C) or (D) results in a Refund of Taxes to any member of the Parent Group or the SpinCo Group, the party entitled to such Refund shall be the party that would be entitled to such Refund under Section 3(c)(ii) if such Refund had been attributable to a Final Determination, and if such amended return results in the payment of additional Taxes, such Taxes shall be the responsibility of the party that would be responsible for such Taxes under Section 3(c)(i) if

such Taxes had been attributable to a Parent Adjustment or a SpinCo Adjustment, as the case may be.

(ix) *Timing of Payments.* Except as otherwise specifically set forth in this Agreement, all payments required to be made by one Person to another Person pursuant to this Section 3 shall be made no later than five days prior to the date such Taxes are due to the relevant Tax Authority or, in the case of any amended Tax Return, within five days after any Taxes attributable to such Tax Return are Actually Realized.

(c) *Tax Adjustments due to a Final Determination and Refunds.*

(i) *Pre-Distribution Taxable Periods* . Except as provided in Sections 3(c)(iii) and (iv), Parent shall pay or cause to be paid all Taxes attributable to Parent Adjustments for all Pre-Distribution Taxable Periods. Except as provided in Sections 3(c)(iii) and (iv), SpinCo shall pay or cause to be paid all Taxes attributable to SpinCo Adjustments for all Pre-Distribution Taxable Periods. For the avoidance of doubt, SpinCo shall be responsible for any increase in Taxes of any member of the Parent Group for a Pre-Distribution Taxable Period to the extent such increase is attributable to any adjustment to an item of income, gain, deduction, loss or credit of MPC LP. If a SpinCo Adjustment increases the taxable income on a Tax Return for which the Parent Group is responsible for the payment of Taxes, or if a Parent Adjustment increases the taxable income on a Tax Return for which the SpinCo Group is responsible for the payment of Taxes, the increase in Taxes (other than any penalties and interest, which shall be determined on an as-assessed basis) attributable to such adjustment shall be computed in accordance with the formulas in Sections 3(b)(i) and (ii); thus, for example, if a SpinCo Adjustment increases the taxable income reported on the Parent Consolidated Group's U.S. federal Income Tax Return for the taxable year ending December 31, 2010, the Taxes attributable to such adjustment shall be computed by multiplying the increase in the taxable income times the highest federal income tax corporate marginal rate in effect for 2010 (and adding to such amount any penalties and interest actually assessed).

(ii) *Refunds* . (A) Except as provided in Section 3(c)(ii)(B), Parent shall be entitled to all Refunds of Taxes received by any member of the SpinCo Group or the Parent Group with respect to any Pre-Distribution Taxable Period. (B) SpinCo shall be entitled to Refunds of Taxes for Pre-Distribution Taxable Periods to the extent such Refunds are attributable to SpinCo Adjustments. For the avoidance of doubt, SpinCo shall be entitled to Refunds of Taxes for Pre-Distribution Taxable Periods to the extent such Refunds are attributable to an adjustment to an item of income, gain, deduction, loss or credit of MPC LP. A party receiving a Refund to which another party is entitled pursuant to this Section 3(c)(ii) shall pay the

amount to which such other party is entitled within fifteen Business Days after such Refund is Actually Realized.

(iii) *Payroll Taxes* . In the event of any Final Determination that increases the Payroll Taxes payable by any member of the Parent Group or the SpinCo Group for any Pre-Distribution Taxable Period, such Payroll Taxes shall be the responsibility of (A) Parent if such Payroll Taxes are with respect to a Parent Employee, or (B) SpinCo if such Payroll Taxes are with respect to a SpinCo Employee.

(iv) *Ashland Adjustments* . Notwithstanding any other provision of this Agreement, SpinCo shall pay or cause to be paid (to Parent or to the Tax Authority, as applicable), any Income Taxes or any Other Taxes payable by any member of the Parent Group to the extent such Taxes are attributable to Ashland Adjustments.

(v) *Certain Partnership Items* . For avoidance of doubt, notwithstanding any other provision of this Agreement, Parent shall not be responsible (directly, by reason of indemnification or otherwise) for any Taxes payable by any member of the SpinCo Group for any Post-Distribution Taxable Period that are attributable to a termination of MPC LP pursuant to Section 708(b).

4. ***Indemnification for Income Taxes and Other Taxes.***

(a) *Indemnification by Parent.* From and after the Distribution Date, except as provided in Section 3, Parent and each other member of the Parent Group shall jointly and severally indemnify, defend and hold harmless SpinCo and each other member of the SpinCo Group and each of their respective Representatives from and against (i) all Income Tax Liabilities and Other Tax Liabilities that Parent or any other member of the Parent Group is responsible for pursuant to Section 3 and (ii) all Income Taxes, Other Taxes, Spin-Off Tax Liabilities and other Tax-Related Losses incurred by any member of the Parent Group or SpinCo Group that are attributable to, are caused by, or result from, one or more of the following: (A) any breach by a member of the Parent Group of a covenant or representation related to the Parent Group or the Parent Business hereunder or made in connection with the Tax Opinion Documents; (B) any action or omission by a member of the Parent Group after the Distribution Date (including any act or omission that is in furtherance of, connected to, or part of a plan or series of related transactions (within the meaning of Section 355(e) of the Code) occurring on or prior to the Distribution Date) including a cessation, transfer to Affiliates or disposition of a Parent Business; (C) any acquisition of any stock or assets of a member of the Parent Group by one or more other persons (other than a member of the SpinCo Group) prior to or following the Distribution Date; or (D) any issuance of Equity Securities by a member of the Parent Group; *provided, however*, that neither Parent nor any other member of the Parent Group shall have any obligation to indemnify, defend or hold harmless any Person pursuant to this Section 4(a) to the extent that such indemnification obligation is otherwise attributable to any breach by SpinCo or

any other member of the SpinCo Group of any of SpinCo's representations or covenants hereunder (including any representations made in connection with the Tax Opinion).

(b) *Indemnification by SpinCo.* From and after the Distribution Date, SpinCo and each other member of the SpinCo Group shall jointly and severally indemnify, defend and hold harmless Parent and each other member of the Parent Group and each of their respective Representatives from and against (i) all SpinCo Tax Liabilities, Income Tax Liabilities, Other Tax Liabilities, Spin-Off Tax Liabilities and other Tax-Related Losses that SpinCo or any other member of the SpinCo Group is responsible for under Section 3 or Section 5 (including any Income Tax Liabilities, Other Tax Liabilities, Spin-Off Tax Liabilities or other Tax-Related Losses arising with respect to a Permitted Transaction for which SpinCo is liable pursuant to Section 5), and (ii) all Income Taxes, Other Taxes, Spin-Off Tax Liabilities and other Tax-Related Losses incurred by any member of the Parent Group or SpinCo Group that are attributable to, are caused by, or result from, one or more of the following: (A) any breach by a member of the SpinCo Group of a covenant or representation related to the SpinCo Group or the SpinCo Business hereunder or made in connection with the Tax Opinion Documents; (B) any action or omission by a member of the SpinCo Group after the Distribution Date (including any act or omission that is in furtherance of, connected to, or part of a plan or series of related transactions (within the meaning of Section 355(e) of the Code) occurring on or prior to the Distribution Date) including a cessation, transfer to Affiliates or disposition of a SpinCo Business; (C) any acquisition of any stock or assets of a member of the SpinCo Group by one or more other persons (other than a member of the Parent Group) following the Distribution Date; or (D) any issuance of Equity Securities by a member of the SpinCo Group; *provided, however,* that neither SpinCo nor any other member of the SpinCo Group shall have any obligation to indemnify, defend or hold harmless any Person pursuant to this Section 4(b) to the extent that such indemnification obligation is otherwise attributable to any breach by Parent or any other member of the Parent Group of any of Parent's representations or covenants hereunder (including any representations made in connection with the Tax Opinion).

(c) *Timing of Indemnification Payments.* Any payment with respect to any indemnification obligation pursuant to this Section 4 shall be made by the Indemnifying Party promptly, but, in any event, no later than:

(i) in the case of an indemnification obligation with respect to any SpinCo Tax Liabilities, Spin-Off Tax Liabilities, Income Tax Liabilities or Other Tax Liabilities, the later of (A) five Business Days after the Indemnified Party notifies the Indemnifying Party and (B) five Business Days prior to the date the Indemnified Party is required to make a payment of taxes, interest, or penalties to the applicable Tax Authority (including a payment with respect to an assessment of a tax deficiency by any Taxing Jurisdiction or a payment made in settlement of an asserted tax deficiency) or realizes a reduced Refund; and

(ii) in the case of any payment or indemnification of any Losses not described in Section 4(c)(i) (including, but not limited to, any Losses described in clause (b) or (c) of the definition of Tax-Related

Losses, attorneys' fees and expenses and other indemnifiable Losses), the later of (A) five Business Days after the Indemnified Party notifies the Indemnifying Party and (B) five Business Days prior to the date the Indemnified Party makes a payment thereof.

(d) *Tax Benefits* . If the indemnification provided by Parent under Section 4(a) results in (i) increased deductions, losses, or credits, or (ii) decreases in income, gains or recapture of Tax credits ("Tax Benefits") to SpinCo or any other member of the SpinCo Group, which would not, but for the indemnification obligation (or the adjustment giving rise to such indemnification obligation), be allowable, then SpinCo shall pay Parent the amount by which such Tax Benefit actually reduces, in cash, the amount of Tax that SpinCo or any other member of the SpinCo Group would have been required to pay and bear (or increases, in cash, the amount of a Refund to which SpinCo or any other member of the SpinCo Group would have been entitled) but for such indemnification obligation (or adjustment giving rise to such indemnification obligation). SpinCo shall pay Parent for such Tax Benefit no later than five Business Days after such Tax Benefit is Actually Realized. If the indemnification provided by SpinCo under Section 4(b) results in Tax Benefits to Parent or any other member of the Parent Group, which would not, but for the indemnification obligation (or the adjustment giving rise to such indemnification obligation), be allowable, then Parent shall pay SpinCo the amount by which such Tax Benefit actually reduces, in cash, the amount of Tax that Parent or any other member of the Parent Group would have been required to pay and bear (or increases, in cash, the amount of a Refund to which Parent or any other member of the Parent Group would have been entitled) but for such indemnification obligation (or adjustment giving rise to such indemnification obligation). Parent shall pay SpinCo for such Tax Benefit no later than five Business Days after such Tax Benefit is Actually Realized.

5. ***Spin-Off Related Matters.***

(a) *Representations.*

(i) *Tax Opinion Documents.* SpinCo hereby represents and warrants that (A) it has examined the Tax Opinion Documents (including the representations to the extent that they relate to the plans, proposals, intentions, and policies of SpinCo, its Subsidiaries, the SpinCo Business, or the SpinCo Group) and (B) to the extent in reference to SpinCo, its Subsidiaries, the SpinCo Business, or the SpinCo Group, the facts presented and the representations made therein are true, correct and complete.

(ii) *Tax-Free Status.* SpinCo hereby represents and warrants that neither SpinCo nor any other member of the SpinCo Group has a plan or intention of taking any action, or failing to take any action, or knows of any circumstance, that could reasonably be expected to (A) cause any of the Spin-Off-Related Transactions not to have Tax-Free Status or (B) cause any representation or factual statement made in this Agreement, the Separation and Distribution Agreement or the Tax Opinion Documents to

be untrue in a manner that would have an adverse effect on the Tax-Free Status of any of the Spin-Off-Related Transactions.

(iii) *Plan or Series of Related Transactions.* SpinCo hereby represents and warrants that, to the best knowledge of SpinCo, after due inquiry, none of the Spin-Off-Related Transactions are part of a plan (or series of related transactions) pursuant to which a Person will acquire stock representing a Fifty-Percent or Greater Interest in SpinCo or any successor to SpinCo.

(b) *Covenants.*

(i) *Actions Consistent with Representations and Covenants* . Neither Parent nor SpinCo shall take any action or permit any other member of the Parent Group or the SpinCo Group, respectively, to take any action, or shall fail to take any action or permit any other member of the Parent Group or the SpinCo Group, respectively, to fail to take any action, where such action or failure to act would be inconsistent with or cause to be untrue any material information, covenant or representation in this Agreement, the Separation and Distribution Agreement or the Tax Opinion Documents.

(ii) *Preservation of Tax-Free Status; SpinCo Business* . SpinCo shall not (A) take any action (including any cessation, transfer or disposition of all or any portion of any SpinCo Business, payment of extraordinary dividends, acquisitions or issuances of stock or entering into any agreement, understanding, arrangement or substantial negotiations regarding any such actions) or permit any other member of the SpinCo Group to take any such action, or fail to take any such action or permit any other member of the SpinCo Group to fail to take any such action, in each case, unless such action or failure to act would not cause any of the Spin-Off-Related Transactions not to have Tax-Free Status or could not require Parent or SpinCo to reflect a liability or reserve with respect to any of the Spin-Off-Related Transactions in its financial statements, and (B) until the first day after the Restriction Period, engage in any transaction (including any cessation, transfer or disposition of all or any portion of any SpinCo Business) that would result in SpinCo or its "separate affiliated group" (within the meaning of Section 355(b) of the Code) ceasing to be engaged in any SpinCo Business for purposes of Section 355(b).

(iii) *Sales, Issuances and Redemptions of Equity Securities.* Until the first day after the Restriction Period, none of SpinCo or any other member of the SpinCo Group shall, or shall agree to, sell or otherwise issue to any Person, or redeem or otherwise acquire from any Person, any Equity Securities of SpinCo or any other member of the SpinCo Group; *provided, however,* that SpinCo may issue such Equity Securities to the

extent such issuances satisfy Safe Harbor VIII (relating to acquisitions in connection with a person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulation Section 1.355-7(d).

(iv) *Tender Offer; Other Business Transactions.* Until the first day after the Restriction Period, none of SpinCo or any other member of the SpinCo Group shall (A) solicit any Person to make a tender offer for, or otherwise acquire or sell, the Equity Securities of SpinCo, (B) participate in or support any unsolicited tender offer for, or other acquisition, issuance or disposition of, the Equity Securities of SpinCo or (C) approve or otherwise permit any proposed business combination or any transaction which, in the case of clauses (A) or (B), individually or in the aggregate, together with any transaction occurring within the four-year period beginning on the date which is two years before the Distribution Date and any other transaction which is part of a plan or series of related transactions (within the meaning of Section 355(e) of the Code) that includes the Spin-Off, could result in one or more Persons acquiring (except for acquisitions that otherwise satisfy Safe Harbor VIII (relating to acquisitions in connection with a person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulation Section 1.355-7(d)) directly or indirectly stock representing a 40% or greater interest, by vote or value, in SpinCo (or any successor thereto).

(v) *Dispositions of Assets.* Until the first day after the Restriction Period, none of SpinCo or any other member of the SpinCo Group shall sell, transfer or dispose, or agree to sell, transfer or dispose, of more than 50 percent of the gross assets of any SpinCo Business (such percentages to be measured by fair market values on the Distribution Date) or transfer any assets of the SpinCo Group in a transaction described in Section 351 of the Code (other than a transfer to a corporation that is a member of SpinCo's "separate affiliated group" within the meaning of Section 355(b) of the Code). The foregoing sentence shall not apply to sales, transfers, or dispositions of inventory in the ordinary course of business.

(vi) *Liquidations, Mergers, Reorganizations.* Until the first day after the Restriction Period, neither SpinCo nor any of its Subsidiaries shall, or shall agree to, voluntarily dissolve or liquidate or engage in any transaction involving a merger, consolidation or other reorganization; *provided, however,* that mergers of direct or indirect wholly-owned Subsidiaries of SpinCo solely with and into SpinCo or with other direct or indirect wholly-owned Subsidiaries of SpinCo, and liquidations of SpinCo's Subsidiaries are not subject to this Section 5(b)(vi) to the extent

not inconsistent with the Tax-Free Status of the Spin-Off-Related Transactions.

(c) *Permitted Transactions.* Notwithstanding the restrictions otherwise imposed by Sections 5(b)(iii) through 5(b)(vi), during the Restriction Period, SpinCo may (i) issue, sell, redeem or otherwise acquire (or cause another member of the SpinCo Group to issue, sell, redeem or otherwise acquire) Equity Securities of SpinCo or any other member of the SpinCo Group in a transaction that would otherwise breach the covenant set forth in Section 5(b)(iii), (ii) approve, participate in, support or otherwise permit a proposed business combination or transaction that would otherwise breach the covenant set forth in Section 5(b)(iv), (iii) sell or otherwise dispose of the assets of SpinCo or any other member of the SpinCo Group in a transaction that would otherwise breach the covenant set forth in Section 5(b)(v) or (iv) merge SpinCo or any other member of the SpinCo Group with another entity without regard to which party is the surviving entity in a transaction that would otherwise breach the covenant set forth in Section 5(b)(vi), in each case, if and only if such transaction would not violate Section 5(b)(i) or Section 5(b)(ii) *and* prior to entering into any agreement contemplating a transaction described in clauses (i), (ii), (iii) or (iv) of this Section 5(c), and prior to consummating any such transaction: (X) SpinCo shall provide Parent with an Unqualified Tax Opinion in form and substance satisfactory to Parent in its sole and absolute discretion, (Y) SpinCo shall request that Parent obtain a Private Letter Ruling to the effect that such transaction will not affect the Tax-Free Status of any of the Spin-Off-Related Transactions and Parent shall have received such a Private Letter Ruling, in form and substance satisfactory to Parent in its sole and absolute discretion, exercised in good faith, or (Z) Parent in its sole and absolute discretion shall have waived in writing the requirement to obtain such Unqualified Tax Opinion or Private Letter Ruling.

(d) *Liability of SpinCo for Undertaking Certain Actions.* Notwithstanding anything in this Agreement to the contrary, SpinCo and each other member of the SpinCo Group shall be responsible for any and all Tax-Related Losses that are attributable to, or result from:

(i) any act or failure to act by SpinCo or any other member of the SpinCo Group, which act or failure to act breaches any of the covenants described in Section 5(b)(i) through 5(b)(vi) of this Agreement (without regard to the exceptions or provisos set forth in such provisions), expressly including, for this purpose, any Permitted Transaction and any act or failure to act that breaches Section 5(b)(i) or 5(b)(ii), regardless of whether such act or failure to act is permitted by Section 5(b)(iii) through 5(b)(vi);

(ii) any acquisition of Equity Securities of SpinCo or any other member of the SpinCo Group by any Person or Persons (including as a result of an issuance of SpinCo Equity Securities or a merger of another entity with and into SpinCo or any other member of the SpinCo Group) or any acquisition of assets of SpinCo or any other member of the SpinCo Group (including as a result of a merger) by any Person or Persons; and

(iii) Tax Counsel withdrawing all or any portion of the Tax Opinion or any Tax Authority withdrawing all or any portion of a Private Letter Ruling issued to Parent in connection with the Spin-Off-Related Transactions because of a breach by SpinCo or any other member of the SpinCo Group of a representation made in this Agreement (or made in connection with the Tax Opinion or any Private Letter Ruling).

(e) *Cooperation.*

(i) Parent shall reasonably cooperate with SpinCo in connection with any request by SpinCo for an Unqualified Tax Opinion pursuant to Section 5(c).

(ii) Until the first day after the Restriction Period, SpinCo will provide adequate advance notice to Parent in accordance with the terms of Section 5(e)(iii) of any action described in Sections 5(b)(i) through 5(b)(vi) within a period of time sufficient to enable Parent to seek injunctive relief as contemplated by Section 5(f).

(iii) Each notice required by Section 5(e)(ii) shall set forth the terms and conditions of any such proposed transaction, including (A) the nature of any related action proposed to be taken by the board of directors of SpinCo, (B) the approximate number of Equity Securities (and their voting and economic rights) of SpinCo or any other member of the SpinCo Group (if any) proposed to be sold or otherwise issued, (C) the approximate value of SpinCo's assets (or assets of any other member of the SpinCo Group) proposed to be transferred, and (D) the proposed timetable for such transaction, all with sufficient particularity to enable Parent to seek injunctive relief pursuant to Section 5(f). Promptly, but in any event within 30 days after Parent receives such written notice from SpinCo, Parent shall notify SpinCo in writing of Parent's decision to seek such injunctive relief.

(f) *Enforcement.* The parties hereto acknowledge that irreparable harm would occur in the event that any of the provisions of this Section 5 were not performed in accordance with their specific terms or were otherwise breached. The parties hereto agree that, in order to preserve the Tax-Free Status of the Spin-Off-Related Transactions, injunctive relief is appropriate to prevent any violation of the foregoing covenants; *provided, however*, that injunctive relief shall not be the exclusive legal or equitable remedy for any such violation.

6. ***Tax Contests.***

(a) *Notification.* Each of Parent and SpinCo shall notify the other party in writing of any demand, claim or notice of the commencement of an audit received by such party from any Tax Authority or other Person with respect to any Income Taxes or Other Taxes of

Parent or any other member of the Parent Group, or SpinCo or any other member of the SpinCo Group, respectively, for which a member of the SpinCo Group or the Parent Group, respectively, may be responsible pursuant to this Agreement within ten (10) Business Days of receipt; *provided, however,* that in the case of any demand, claim or notice of the commencement of an audit that is reasonably expected to give rise to a Distribution-Related Proceeding, regardless of whether SpinCo or Parent may be responsible for any resulting Taxes, Parent or SpinCo, as the case may be, shall provide written notice to the other party no later than ten (10) Business Days after Parent or SpinCo receives any written notice of such a demand, claim or notice of commencement of an audit from the IRS or other Tax Authority. Each of Parent and SpinCo shall include with such notice a true, correct and complete copy of any written communication, and an accurate and complete written summary of any oral communication, received by Parent or any other member of the Parent Group, or SpinCo or any other member of the SpinCo Group, respectively. The failure of Parent or SpinCo timely to provide such notice in accordance with the first sentence of this Section 6(a) shall not relieve SpinCo or Parent, respectively, of any obligation to pay such Income Tax Liability or Other Tax Liability or indemnify Parent and the other members of the Parent Group, or SpinCo and the other members of the SpinCo Group, respectively, and their respective Representatives therefor, except to the extent that the failure timely to provide such notice actually prejudices the ability of SpinCo or Parent to contest such Income Tax Liability or Other Tax Liability or increases the amount of such Income Tax Liability or Other Tax Liability.

(b) *Representation with Respect to Tax Disputes.* Parent (or such other member of the Parent Group as Parent may designate) shall have the sole right to represent the interests of the members of the Parent Group and the members of the SpinCo Group and to employ counsel of its choice in any Proceeding relating to (i) any U.S. consolidated federal Income Tax Returns of the Parent Consolidated Group, (ii) any other Combined Returns, (iii) any Parent Separate Returns, and (iv) any Tax Returns of MPC LP for any Pre-Distribution Taxable Period. Parent may affirmatively elect, in writing and at its sole and absolute discretion, not to assert control of a Proceeding described in clauses (ii) or (iv) of the immediately preceding sentence, in which case SpinCo shall have the right to control such Proceeding and Parent shall have the right to participate therein at its own cost; *provided, however,* that SpinCo shall not have the right to settle any such Proceeding without the prior written consent of Parent (which shall not be unreasonably withheld). Parent shall bear all expenses relating to any Proceeding referred to in the first sentence of this Section 6(b), except that, with respect to a Proceeding relating to any Combined Return for any Pre-Distribution Taxable Period, expenses shall be borne by Parent and SpinCo to the extent such expenses are attributable to Parent Adjustments or SpinCo Adjustments, respectively; *provided, however,* that to the extent such expenses cannot reasonably be attributed to Parent Adjustments or SpinCo Adjustments, such expenses shall be borne equally by Parent and SpinCo. Except as set forth in the first sentence of this Section 6(b), SpinCo (or such other member of the SpinCo Group as SpinCo may designate) shall have the sole right to represent the interests of the members of the SpinCo Group and to employ counsel of its choice at its expense in any Proceeding relating to SpinCo Separate Returns.

(c) *Power of Attorney.* Each member of the SpinCo Group shall execute and deliver to Parent (or such other member of the Parent Group as Parent may designate) any power

of attorney or other document requested by Parent (or such designee) in connection with any Proceeding described in the first sentence of Section 6(b).

(d) *Tax Matters Partner* . The parties agree to cause MOC to be the "tax matters partner" (as defined under Code Section 6231(a)(7)) of MPC LP for all taxable periods ending on or before December 31, 2010, and to cause MPC Investment LLC to be the tax matters partner for any Straddle Period of MPC LP. Notwithstanding the appointment of the tax matters partner as provided in the preceding sentence, the parties agree to take all actions necessary to enable the parties designated in Section 6(b) to control any Proceedings as set forth in Section 6(b).

(e) *Distribution-Related Proceedings, Proceedings with Respect to SpinCo Tax Liabilities.*

(i) In the event of any Distribution-Related Proceeding or Proceeding relating to a SpinCo Tax Liability as a result of which SpinCo could reasonably be expected to become liable for Tax or any Tax-Related Losses and with respect to which Parent has the right to represent the interests of the members of the Parent Group and/or the members of the SpinCo Group pursuant to Section 6(b) above, (A) Parent shall consult with SpinCo reasonably in advance of taking any significant action in connection with such Proceeding, (B) Parent shall consult with SpinCo and offer SpinCo a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Proceeding, (C) Parent shall defend such Proceeding diligently and in good faith as if it were the only party in interest in connection with such Proceeding, and (D) Parent shall provide SpinCo copies of any written materials relating to such Proceeding received from the relevant Tax Authority. Notwithstanding anything in the preceding sentence to the contrary, the final determination of the positions taken, including with respect to settlement or other disposition, in (i) any Distribution-Related Proceeding, or (ii) any other Proceeding relating to a Tax Return described in Section 6(b) with respect to which Parent is entitled to represent the interests of the members of the Parent Group and/or the members of the SpinCo Group, shall be made in the sole discretion of Parent and shall not be subject to the Dispute Resolution provisions of Section 9.

(ii) In the event of any Distribution-Related Proceeding with respect to any SpinCo Separate Return, (A) SpinCo shall consult with Parent reasonably in advance of taking any significant action in connection with such Proceeding, (B) SpinCo shall consult with Parent and offer Parent a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Proceeding, (C) SpinCo shall defend such Proceeding diligently and in good faith as if it were the only party in interest in connection with such Proceeding, (D) Parent shall be entitled to participate in such Proceeding

and receive copies of any written materials relating to such Proceeding received from the relevant Tax Authority, and (E) SpinCo shall not settle, compromise or abandon any such Proceeding without obtaining the prior written consent of Parent, which consent shall not be unreasonably withheld.

7. ***Apportionment of Tax Attributes; Carrybacks.***

(a) *Apportionment of Tax Attributes.*

(i) If the Parent Consolidated Group has a Tax Attribute, the portion, if any, of such Tax Attribute apportioned to SpinCo or any other member of the SpinCo Consolidated Group and treated as a carryover to the first Post-Distribution Taxable Period of SpinCo (or such member) shall be determined by Parent in accordance with Treasury Regulation Sections 1.1502-9T, 1.1502-21, 1.1502-21T, 1.1502-22, 1.1502-79 and, if applicable, l.1502-79A.

(ii) No Tax Attribute with respect to consolidated U.S. federal Income Tax of the Parent Consolidated Group, other than those described in Section 7(a)(i), and no Tax Attribute with respect to consolidated, combined or unitary state, local or foreign Income Tax, in each case, arising in respect of a Combined Return shall be apportioned to SpinCo or any other member of the SpinCo Group, except as Parent (or such other member of the Parent Group as Parent may designate) determines is otherwise required under applicable law.

(iii) Parent (or its designee) shall determine the portion, if any, of any Tax Attribute which must (absent a Final Determination to the contrary) be apportioned to SpinCo or any other member of the SpinCo Group in accordance with this Section 7(a) and applicable law, and the amount of earnings and profits to be apportioned to SpinCo or any other member of the SpinCo Group in accordance with applicable law.

(iv) Except as otherwise required by applicable law or pursuant to a Final Determination, no member of the SpinCo Group shall take any position (whether on a Tax Return or otherwise) that is inconsistent with the apportionment by Parent in Section 7(a)(iii).

(b) *Carrybacks.* Except to the extent otherwise consented to by Parent or prohibited by applicable law, SpinCo and each other member of the SpinCo Group shall elect to relinquish, waive or otherwise forgo all Carrybacks. In the event that SpinCo (or the appropriate other member of the SpinCo Group) is prohibited by applicable law to relinquish, waive or otherwise forgo a Carryback (or Parent consents to a Carryback), (i) Parent shall cooperate with SpinCo, at SpinCo's expense, in seeking from the appropriate Tax Authority such Refund as reasonably would result from such Carryback, and (ii) SpinCo shall be entitled to any Income

Tax Benefit Actually Realized by a member of the Parent Group (including any interest thereon received from such Tax Authority), to the extent that such Refund is directly attributable to such Carryback, within 15 Business Days after such Refund is Actually Realized; *provided, however*, that SpinCo shall indemnify and hold the members of the Parent Group harmless from and against any and all collateral Tax consequences resulting from or caused by any such Carryback, including (but not limited to) the loss or postponement of any benefit from the use of Tax Attributes generated by a member of the Parent Group or an Affiliate thereof if (x) such Tax Attributes expire unutilized, but would have been utilized but for such Carryback, or (y) the use of such Tax Attributes is postponed to a later taxable period than the taxable period in which such Tax Attributes would have been utilized but for such Carryback.

8. ***Cooperation and Exchange of Information.***

(a) *Cooperation and Exchange of Information.* Each of Parent and SpinCo, on behalf of itself and each other member of the Parent Group and the SpinCo Group, respectively, agrees to provide the other party (or its designee) with such cooperation or information as such other party (or its designee) reasonably shall request in connection with the determination of any payment or any calculations described in this Agreement, the preparation or filing of any Income Tax Return or Other Tax Return or claim for Refund, or the conduct of any Proceeding. Such cooperation and information shall include, upon reasonable notice, (i) promptly forwarding copies of appropriate notices and forms or other communications (including information document requests, revenue agent's reports and similar reports, notices of proposed adjustments and notices of deficiency) received from or sent to any Tax Authority or any other administrative, judicial or governmental authority, (ii) providing copies of all relevant Income Tax Returns or Other Tax Returns, together with accompanying schedules and related workpapers, documents relating to rulings or other determinations by any Tax Authority, and such other records concerning the ownership and Tax basis of property, or other relevant information, (iii) the provision of such additional information and explanations of documents and information provided under this Agreement (including statements, certificates, forms, returns and schedules delivered by either party) as shall be reasonably requested by Parent (or its designee) or SpinCo (or its designee), as the case may be, (iv) the execution of any document that may be necessary or reasonably helpful in connection with the filing of an Income Tax Return or Other Tax Return, a claim for a Refund, or in connection with any Proceeding, including such waivers, consents or powers of attorney as may be necessary for Parent or SpinCo, as the case may be, to exercise its rights under this Agreement, and (v) the use of Parent's or SpinCo's, as the case may be, reasonable efforts to obtain any documentation from a governmental authority or a Third Party that may be necessary or reasonably helpful in connection with any of the foregoing. It is expressly the intention of the parties to this Agreement to take all actions that shall be necessary to establish Parent as the sole agent for Income Tax or Other Tax purposes of each member of the SpinCo Group with respect to all Combined Returns. Upon reasonable notice, each of Parent and SpinCo shall make its, or shall cause the other members of the Parent Group or the SpinCo Group, as applicable, to make their, employees and facilities available on a mutually convenient basis to provide explanation of any documents or information provided hereunder. Any information obtained under this Section 8 shall be kept confidential, except as otherwise reasonably may be necessary in connection with the filing of Income Tax Returns or Other Tax Returns or claims for Refund or in conducting any Proceeding.

(b) *Retention of Records.* Each of Parent and SpinCo agrees to retain all Income Tax Returns and Other Tax Returns, related schedules and workpapers, and all material records and other documents as required under Section 6001 of the Code and the regulations promulgated thereunder (and any similar provision of state, local or foreign law) existing on the date hereof or created in respect of (i) any Pre-Distribution Taxable Period or (ii) any taxable period that may be subject to a claim hereunder, in each case, until the later of (A) the expiration of the statute of limitations (including extensions) for the taxable periods to which such Income Tax Returns, Other Tax Returns and other documents relate and (B) the Final Determination of any payments that may be required in respect of such taxable periods under this Agreement.

9. ***Resolution of Disputes.*** Parent and SpinCo shall attempt in good faith to resolve any disagreement arising with respect to this Agreement, including any dispute in connection with a claim by a Third Party (a "Tax Dispute"). Any party to this Agreement may give any other party hereto written notice of any Tax Dispute not resolved in the normal course of business. If the parties cannot agree by the tenth Business Day following the date on which one party gives such notice, then the parties shall promptly retain the services of a nationally recognized law or accounting firm reasonably acceptable to the parties (the "Tax Dispute Arbitrator"). The Tax Dispute Arbitrator shall be instructed to resolve the Tax Dispute, and such resolution shall be (a) set forth in writing and signed by the Tax Dispute Arbitrator, (b) delivered to each party involved in the Tax Dispute as soon as practicable after the Tax Dispute is submitted to the Tax Dispute Arbitrator, but no later than the fifteenth Business Day after the Tax Dispute Arbitrator is instructed to resolve the dispute, (c) made in accordance with this Agreement, and (d) final, binding and conclusive on the parties involved in the Tax Dispute on the date of delivery of such resolution. The Tax Dispute Arbitrator shall only be authorized on any one issue to decide in favor of and choose the position of either of the parties involved in the Tax Dispute or to decide upon a compromise position between the ranges presented by the parties to the Tax Dispute Arbitrator. The fees and expenses of the Tax Dispute Arbitrator shall be borne 50% by Parent and 50% by SpinCo.

10. ***Payments.***

(a) *Method of Payment.* All payments required by this Agreement shall be made by (i) wire transfer to the appropriate bank account as may from time to time be designated by the respective parties for such purpose; *provided, however*, that, on the date of such wire transfer, notice of the transfer is given to the recipient thereof in accordance with Section 11, or (ii) any other method agreed to by the parties. All payments due under this Agreement shall be deemed to be paid when available funds are actually received by the payee.

(b) *Interest.* Any payment required by this Agreement that is not made on or before the date required hereunder shall bear interest, from and after such date through the date of payment, at the Underpayment Rate.

(c) *Characterization of Payments.* For all tax purposes, the parties hereto agree to treat, and to cause their respective Affiliates to treat any payment required by this Agreement as either a contribution by Parent to SpinCo or a distribution by SpinCo to Parent, as

the case may be, occurring immediately prior to the Spin-Off, except as otherwise mandated by applicable law or a Final Determination; *provided, however,* that in the event it is determined (i) pursuant to applicable law, or (ii) pursuant to a Final Determination, that any such treatment is not permissible (or that an Indemnified Party nevertheless suffers an Income Tax or Other Tax detriment as a result of such payment), the payment in question shall be adjusted to place the Indemnified Party in the same after-tax position it would have enjoyed absent such applicable law or Final Determination.

11. ***Notices.*** Notices, requests, permissions, waivers, and other communications hereunder shall be in writing and shall be deemed to have been duly given upon (a) a transmitter's confirmation of a receipt of a facsimile transmission (but only if followed by confirmed delivery of a standard overnight courier the following Business Day or if delivered by hand the following Business Day), or (b) confirmed delivery of a standard overnight courier or delivered by hand, to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice):

If to Parent, to:
Marathon Oil Corporation
5555 San Felipe Street
Houston, Texas 77056
Attention: Stephen J. Landry, Vice President, Tax
Telecopier: (713) 513-4431

If to SpinCo to:
Marathon Petroleum Corporation
539 South Main Street
Findlay, Ohio 45840
Attention: John R. Haley, [Vice President, Tax]
Telecopier: (419) 421-8428

Such names and addresses may be changed by notice given in accordance with this Section 11.

12. ***Designation of Affiliate.*** Each of Parent and SpinCo may assign any of its rights or obligations under this Agreement to any member of the Parent Group or the SpinCo Group, respectively, as it shall designate; *provided, however,* that no such assignment shall relieve Parent or SpinCo, respectively, of any obligation hereunder, including any obligation to make a payment hereunder to SpinCo or Parent, respectively, to the extent such designee fails to make such payment.

13. ***Miscellaneous.*** To the extent not inconsistent with any specific term of this Agreement, the following sections of the Separation and Distribution Agreement shall apply in relevant part to this Agreement: Section 14.1 (Entire Agreement), Section 14.2 (Choice of Law), Section 14.3 (Amendment), Section 14.4 (Waiver), Section 14.5 (Partial Invalidity), Section 14.6 (Execution in Counterparts), Section 14.7 (Successors and Assigns), Section 14.8 (Third-Party Beneficiaries), Section 14.10 (No Reliance on Other Party), Section 14.11 (Performance), Section 14.12 (Force Majeure), Section 14.13 (Termination), and Section 14.14 (Limited Liability).

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all as of the day and year first written above.

MARATHON OIL CORPORATION

By: _____

Name:
Title:

MARATHON PETROLEUM CORPORATION

By: _____

Name:
Title:

MPC INVESTMENT LLC

By: _____

Name:
Title:

Exhibit 10.2

EMPLOYEE MATTERS AGREEMENT

Dated as of [_____], 2011

by and between

MARATHON OIL CORPORATION

and

MARATHON PETROLEUM CORPORATION

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EMPLOYEE MATTERS AGREEMENT

This Employee Matters Agreement (this " Agreement "), dated as of [_____], 2011, is by and between Marathon Oil Corporation, a Delaware corporation (" Marathon Oil " or " MRO "), and Marathon Petroleum Corporation, a Delaware corporation (" Marathon Petroleum " or " MPC ").

WHEREAS, Marathon Oil, through its Subsidiaries, (other than Marathon Petroleum and its Subsidiaries), is engaged in the businesses of crude oil and natural gas exploration and production, integrated natural gas, and oil sands mining (collectively the " Marathon Oil Business ");

WHEREAS, Marathon Petroleum, through its Subsidiaries is engaged in the business of petroleum refining, marketing and transportation (the " Marathon Petroleum Business ");

WHEREAS, the Board of Directors of Marathon Oil has determined that it would be advisable and in the best interests of Marathon Oil and its stockholders for Marathon Oil to distribute on a pro rata basis to the holders of Marathon Oil's common stock all of the outstanding shares of Marathon Petroleum common stock owned by Marathon Oil (the " Distribution ");

WHEREAS, Marathon Oil and Marathon Petroleum have entered into a Separation and Distribution Agreement dated as of the date hereof (the " Distribution Agreement " **)** in order to carry out, effect and consummate the Distribution; and

WHEREAS, pursuant to the Distribution Agreement, Marathon Oil and Marathon Petroleum have agreed to enter into this Agreement for the purpose of allocating assets, Liabilities and responsibilities with respect to certain employee compensation and benefit plans and programs between and among them.

NOW, THEREFORE, in consideration of the premises and of the respective agreements and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.1 *Definitions* . Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Distribution Agreement. For purposes of this Agreement:

"Actuary" means the Aon Hewitt business component of Aon Corporation and/or any other actuarial firm that will perform the calculations required by this Agreement.

"Agreement" means this Employee Matters Agreement together with those parts of the Distribution Agreement specifically referenced herein and all Schedules hereto.

"Benefit Plan" means, with respect to an entity, each plan, program, arrangement, agreement or commitment (whether written or unwritten, formal or informal) that is an employment, consulting, non-competition or deferred compensation agreement, or an executive compensation, incentive bonus or other bonus, employee pension, profit sharing, savings, retirement, supplemental retirement, stock option,

stock purchase, stock appreciation rights, restricted stock, other equity-based compensation, severance pay, salary continuation, life, health, hospitalization, wellness, sick leave, vacation pay, disability or accident insurance plan, or other employee benefit plan, program, arrangement, agreement or commitment, (1) including any "employee benefit plan" (as defined in Section 3(3) of ERISA), sponsored or maintained by such entity (or to which such entity contributes or is required to contribute or has any Liabilities, directly or indirectly, contingent or fixed) and (2) excluding any indemnification obligations, other than any obligations contained in any of the foregoing.

"COBRA" means the continuation coverage requirements for "group health plans" under Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as codified in Code Section 4980B and Sections 601 through 608 of ERISA, and any similar purpose state group health plan continuation Law.

"Code" or "Internal Revenue Code" means the Internal Revenue Code of 1986.

"Delayed Transfer Employees" means those MRO Employees or MPC Employees who are considered by the Parties to be important to the Marathon Petroleum Business or Marathon Oil Business and whose transfer from the MRO Group to the MPC Group or from the MPC Group to the MRO Group in connection with the Separation will be delayed, due to certain business constraints, until after the Distribution Date but prior to January 1, 2012. Such delayed transfers will occur on or after July 1, 2011 but not later than immediately prior to midnight on December 31, 2011.

"Delayed Transfer MPC Option" has the meaning set forth in Section 13.2(c)(ii).

"Delayed Transfer MPC Restricted Stock" has the meaning set forth in Section 13.5(c)(ii).

"Delayed Transfer MRO Option" has the meaning set forth in Section 13.2(c)(iii).

"Delayed Transfer MRO Restricted Stock" shall have the meaning set forth in Section 13.5(c)(iii).

"Distribution" has the meaning set forth in the recitals to this Agreement.

"Distribution Agreement" has the meaning set forth in the recitals to this Agreement.

"Downstream Employee" means an employee employed by the refining, marketing and transportation business prior to, on or after the Distribution Date, as well as employees of Speedway LLC and its Subsidiaries unless otherwise stated in this Agreement, but specifically excluding any individual who is an MRO Employee.

"Employee Leasing Agreements" means the agreements between the Parties (or their respective Subsidiaries) for providing, on a limited basis, temporary services from individual employees of one Party or any of its Subsidiaries to the other Party or any of its Subsidiaries.

"Equity Awards" means all equity-based awards granted under the MRO Stock Plans or the MPC Incentive Compensation Plan.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means, with respect to any Person, each business or entity which is a member of a "controlled group of corporations," under "common control" or a member of an "affiliated service group" with such person within the meaning of Sections 414(b), (c) or (m) of the Code, or required to be

aggregated with such Person under Section 414(o) of the Code, or under "common control" with such Person within the meaning of Section 4001(a)(14) of ERISA.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

"IRS" means the Internal Revenue Service.

"NYSE" means the New York Stock Exchange.

"Marathon Oil" or "MRO" has the meaning set forth in the preamble to this Agreement.

"Marathon Oil Business" has the meaning set forth in the recitals to this Agreement.

"Marathon Petroleum" or "MPC" has the meaning set forth in the preamble to this Agreement.

"Marathon Petroleum Business" has the meaning set forth in the recitals to this Agreement.

"MPC" means Marathon Petroleum Corporation.

"MPC Adjusted Exercise Price" has the meaning set forth in Section 13.2(b).

"MPC Benefit Plan" means any U.S. Benefit Plan sponsored, maintained or contributed to by any member of the MPC Group, including the Marathon Petroleum Retirement Plan, the Marathon Petroleum Thrift Plan, the Marathon Petroleum Deferred Compensation Plan, the Marathon Petroleum Excess Benefit Plan, the Marathon Petroleum Termination Allowance Plan, the Marathon Petroleum Change in Control Severance Benefits Plan, the MPC/10 Retiree Health Plan and the MPC Welfare Plans, and any Benefit Plan assumed or adopted by any member of the MPC Group,specifically excluding any MRO Benefit Plans.

"MPC Committee" means the Compensation Committee of the Board of Directors of Marathon Petroleum or, where action has been taken by the full board, the full Board of Directors of MPC.

"MPC Delayed Price Ratio" means, with respect to a Delayed Transfer Employee, the quotient obtained by dividing (i) the mean average of the high and low NYSE consolidated transactions reporting system trading prices for Marathon Petroleum common stock on the last Trading Day on the NYSE immediately before such Delayed Transfer Employee's Transfer Date by (ii) the mean average of the high and low NYSE consolidated transactions reporting system trading prices for Marathon Oil common stock on the last Trading Day on the NYSE immediately before such Delayed Transfer Employee's Transfer Date.

"MPC Delayed Share Ratio" means, with respect to a Delayed Transfer Employee, the quotient obtained by dividing (i) the mean average of the high and low NYSE consolidated transactions reporting system trading prices for Marathon Oil common stock on the last trading day on the NYSE immediately before such Delayed Transfer Employee's Transfer Date by (ii) the mean average of the high and low NYSE consolidated transactions reporting system trading prices for Marathon Petroleum common stock on the last Trading Day on the NYSE immediately before such Delayed Transfer Employee's Transfer Date.

"MPC Employee" means any individual who immediately following the Distribution Date is employed by Marathon Petroleum or any member of the MPC Group, other than Speedway LLC and its

Subsidiaries unless specifically stated to the contrary, as a common law employee, including active employees and employees on vacation or an approved leave of absence.

"MPC Group" means Marathon Petroleum Corporation and its Subsidiaries.

"MPC Incentive Compensation Plan" means the Marathon Petroleum Corporation 2011 Incentive Compensation Plan.

"MPC Participant" means any individual who, immediately following the Distribution Date, is an MPC Employee, a former Downstream Employee who is not an MRO Employee, or a beneficiary, dependent or alternate payee of an MPC Employee or former Downstream Employee who is not an MRO Employee.

"MPC Price Ratio" means the quotient obtained by dividing the MPC Stock Value by the MRO Pre-Distribution Stock Value.

"MPC Reimbursement Account Plans" shall have the meaning set forth in Section 7.1.

"MPC Restricted Stock" shall have the meaning set forth in Section 13.5(b).

"MPC RSUs" shall have the meaning set forth in Section 13.6(b).

"MPC SAR" shall have the meaning set forth in Section 13.4.

"MPC Service Plans" means (a) the Marathon Petroleum Employee Service Plan, which is used by plans other than the qualified and non-qualified plans, (b) the Marathon Petroleum Retirement Plan, (c) the Marathon Petroleum Thrift Plan and (d) the Marathon Petroleum severance plan.

"MPC Share Ratio" means the quotient obtained by dividing the MRO Pre-Distribution Stock Value by the MPC Stock Value.

"MPC Stock Value" means the mean average of the high and low NYSE consolidated transactions reporting system trading prices for Marathon Petroleum common stock on the first Trading Day on the NYSE immediately following the Effective Time.

"MPC Unvested Option" has the meaning set forth in Section 13.2(b).

"MPC Vested Option" has the meaning set forth in Section 13.3(a).

"MPC Welfare Plans" has the meaning set forth in Schedule 1.

"MRO" means Marathon Oil Corporation.

"MRO Adjusted Exercise Price" has the meaning set forth in Section 13.2(a).

"MRO Benefit Plan" means any domestic U.S. Benefit Plan sponsored, maintained or contributed to by MRO or any Subsidiaries of MRO, other than an MPC Benefit Plan.

"MRO Committee" means the Compensation Committee of the Board of Directors of Marathon Oil Corporation.

"MRO Delayed Price Ratio" means, with respect to a Delayed Transfer Employee, the quotient obtained by dividing (i) the mean average of the high and low NYSE consolidated transactions reporting system trading prices for Marathon Oil common stock on the last Trading Day on the NYSE immediately before such Delayed Transfer Employee's Transfer Date by (ii) the mean average of the high and low NYSE consolidated transactions reporting system trading prices for Marathon Petroleum common stock on the last Trading Day on the NYSE immediately before such Delayed Transfer Employee's Transfer Date.

"MRO Delayed Share Ratio" means, with respect to a Delayed Transfer Employee, the quotient obtained by dividing (i) the mean average of the high and low NYSE consolidated transactions reporting system trading prices for Marathon Petroleum common stock on the last trading day on the NYSE immediately before such Delayed Transfer Employee's Transfer Date by (ii) the mean average of the high and low NYSE consolidated transactions reporting system trading prices for Marathon Oil common stock on the last Trading Day on the NYSE immediately before such Delayed Transfer Employee's Transfer Date.

"MRO Employee" means any individual who immediately following the Distribution Date is employed by MRO or any member of the MRO Group as a common law employee, including active employees and employees on vacation or an approved leave of absence.

"MRO Group" means Marathon Oil Corporation and its Subsidiaries but excluding Marathon Petroleum Corporation and its Subsidiaries.

"MRO Option" means a stock option award under any of the MRO Stock Plans.

"MRO Participant" means any individual who, immediately following the Distribution Date, is (a) an MRO Employee, (b) a former Upstream Employee who is not an MPC Employee or Speedway Employee, or (c) a beneficiary, dependent or alternate payee of an MRO Employee or former Upstream Employee who is not an MPC Employee or Speedway Employee. Any individual who retired from an entity in the MPC Group after April 1, 1998 or terminated after March 31, 1998 shall not be an MRO Participant.

"MRO Post-Distribution Stock Value" means the mean average of the high and low NYSE consolidated transactions reporting system trading prices for Marathon Oil common stock on the first Trading Day on the NYSE immediately following the Effective Time.

"MRO Pre-Distribution Stock Value" means the mean average of the high and low NYSE consolidated transactions reporting system trading prices for Marathon Oil common stock on the last Trading Day on the NYSE immediately before the Effective Time.

"MRO Price Ratio" means the quotient obtained by dividing the MRO Post-Distribution Stock Value by the MRO Pre-Distribution Stock Value.

"MRO Reimbursement Account Plans" has the meaning set forth in Article VII.

"MRO Restricted Stock" means a restricted stock award under any of the MRO Stock Plans.

"MRO RSU" means a restricted stock unit award under any of the MRO Stock Plans.

"MRO SAR" means a stock appreciation right award under any of the MRO Stock Plans.

"MRO Service Plans" means (a) the Marathon Oil Company Employee Service Plan, which is used by plans other than the qualified and non-qualified plans, (b) the Retirement Plan of Marathon Oil Company, (c) the Marathon Oil Company Thrift Plan.

"MRO Share Ratio" means the quotient obtained by dividing the MRO Pre-Distribution Stock Value by the MRO Post-Distribution Stock Value.

"MRO Stock Plans" means, collectively, the Marathon Oil Corporation 1990 Stock Plan, the Marathon Oil Corporation 2003 Incentive Compensation Plan, the Marathon Oil Corporation 2007 Incentive Compensation Plan and any other stock option or stock incentive compensation plan or arrangement for employees, officers or directors of Marathon Oil or its Subsidiaries.

"MRO Thrift Plan" means the Marathon Oil Company Thrift Plan.

"MRO Unvested Option" means an MRO Option or a portion of an MRO Option which is not vested as of the Effective Time.

"MRO Vested Option" means an MRO Option or portion of an MRO Option which is vested as of the Effective Time.

"MRO Welfare Plans" has the meaning set forth in Schedule 1.

"Participating Employer" means an entity that has agreed to permit its employees to participate in a benefit plan sponsored by MRO or its Subsidiaries or MPC or its Subsidiaries.

"Parties" means Marathon Oil and Marathon Petroleum, as parties to this Agreement.

"Pre-Distribution Spread" means, with respect to any MRO Vested Option or MRO SAR, the product of (a) the number of shares of MRO common stock subject to such MRO Vested Option or MRO SAR immediately prior to the Effective Time and (b) the excess of the MRO Pre-Distribution Stock Value over the per-share exercise price for such MRO Vested Option or MRO SAR, prior to any adjustment contemplated by Article XIII.

"Remaining MRO SAR" has the meaning set forth in Section 13.4.

"Remaining MRO Unvested Option" has the meaning set forth in Section 13.2(a).

"Remaining MRO Vested Option" has the meaning set forth in Section 13.3(a).

"Retail Operations" means Speedway LLC, its predecessors including EMRO Marketing Company, and their respective Subsidiaries.

"Speedway Employee" means any individual who as of and immediately following the Distribution Date is employed by Speedway LLC or any of its Subsidiaries, as a common law employee, including active employees and employees on vacation or an approved leave of absence.

"Trading Day" means the period of time during any given calendar day, commencing with the determination of the NYSE consolidated transactions reporting system opening price and ending with the determination of the NYSE consolidated transactions reporting system closing price, in which trading and settlement in shares of MRO Common Stock or MPC Common Stock is permitted on the NYSE.

"Transfer Date" means, with respect to a Delayed Transfer Employee, the date that such Delayed Transfer Employee commences active employment with a member of the MPC Group or the MRO Group, as applicable, after the Distribution Date.

"U.S." means the United States of America.

"Upstream Employee" means an employee assigned to the Exploration and Production, Integrated Gas, and Oil Sands Mining businesses prior to, on or after the Distribution Date unless otherwise stated, but specifically excluding any individual who is an MPC Employee.

"WC Claim" means a claim under a state workers' compensation statute by an employee of the MRO Group or the MPC Group as a result of their employment with the MRO Group or the MPC Group.

"Welfare Plans" means MRO Welfare Plans and MPC Welfare Plans.

Section 1.2 *Interpretation* . In this Agreement, unless the context clearly indicates otherwise:

(a) words used in the singular include the plural and words used in the plural include the singular;

(b) references to any Person include such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement;

(c) any reference to any gender includes the other gender;

(d) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation";

(e) the words "shall" and "will" are used interchangeably and have the same meaning;

(f) the word "or" shall have the inclusive meaning represented by the phrase "and/or";

(g) any reference to any Article, Section or Schedule means such Article or Section of, or such Schedule to, this Agreement, as the case may be, and references in any Section or definition to any clause means such clause of such Section or definition;

(h) the words "herein" "hereunder" "hereof" "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision of this Agreement;

(i) any reference to any agreement, Benefit Plan, instrument or other document means such agreement, Benefit Plan, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and not prohibited by this Agreement;

(j) any reference to any Law (including statutes and ordinances) means such Law (including all rules and regulations promulgated thereunder) as amended, modified, codified or reenacted, in whole or in part, and in effect at the time of determining compliance or applicability;

(k) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding" and "through" means "through and including";

(l) if there is any conflict between the provisions of the Distribution Agreement and this Agreement, the provisions of this Agreement shall control with respect to the subject matter hereof; if there is any conflict between the provisions of the main body of this Agreement and any of the Schedules hereto, the provisions of the main body of this Agreement shall control unless explicitly stated otherwise in such Schedule;

(m) the titles to Articles and headings of Sections contained in this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Agreement;

(n) any portion of this Agreement obligating a Party to take any action or refrain from taking any action, as the case may be, shall mean that such Party shall also be obligated to cause its relevant Subsidiaries to take such action or refrain from taking such action, as the case may be;

(o) unless otherwise specified in this Agreement, all references to dollar amounts herein shall be in respect of lawful currency of the United States; and

(p) the language of this Agreement shall be deemed to be the language the Parties hereto have chosen to express their mutual intent, and no rule of strict construction shall be applied against either Party.

ARTICLE II
GENERAL PRINCIPLES

Section 2.1 *Assignment of Employees* . In general, most employees assigned to the MRO Group and most employees assigned to the MPC Group will remain with their existing employers on the Distribution Date. However, in certain situations MPC employees will be assigned and transferred to the MRO Group and in certain situations MRO employees will be assigned and transferred to the MPC Group effective prior to the Distribution.

Section 2.2 *Assumption and Retention of Liabilities, Related Assets*

(a) Marathon Oil . As of the Distribution Date, except as otherwise expressly provided for in this Agreement, Marathon Oil shall, or shall cause one or more members of the MRO Group to, assume or retain, as applicable, and hereby agrees to pay, perform, fulfill and discharge, in due course in full (i) all Liabilities under all MRO Benefit Plans, (ii) all Liabilities with respect to the employment, service, termination of employment or termination of service of all MRO Employees, former Upstream Employees who are not MPC Employees or Speedway Employees, and the respective dependents and beneficiaries of such MRO Employees and former Upstream Employees and (iii) any other Liabilities expressly assigned or allocated to Marathon Oil or any member of the MRO Group under this Agreement, and neither Marathon Petroleum nor any other member of the MPC Group shall have any responsibility for any such Liabilities.

(b) Marathon Petroleum . As of the Distribution Date, except as otherwise expressly provided for in this Agreement, Marathon Petroleum shall, or shall cause one or more members of the MPC Group to, assume or retain, as applicable, and Marathon Petroleum hereby agrees to pay, perform, fulfill and discharge, in due course in full (i) all Liabilities under all MPC Benefit Plans, (ii) all Liabilities with respect to the employment, service, termination of employment or termination of service of all MPC Employees, Speedway Employees, former Downstream Employees who are not MRO Employees, former Speedway Employees who are not MRO Employees and the respective dependents and beneficiaries of such MPC Employees and former Downstream Employees and Speedway Employees and former

Speedway Employees and (iii) any other Liabilities expressly assigned or allocated to Marathon Petroleum or any member of the MPC Group under this Agreement, and neither Marathon Oil nor any other member of the MRO Group shall have any responsibility for any such Liabilities.

(c) Payments Before the Distribution Date . The assumption by Marathon Petroleum of Liabilities under this Agreement shall not create any obligation of Marathon Petroleum to reimburse Marathon Oil for any Liabilities paid or discharged by Marathon Oil before the Distribution Date. The assumption by Marathon Oil of Liabilities under this Agreement shall not create any obligation of Marathon Oil to reimburse Marathon Petroleum for any Liabilities paid or discharged by Marathon Petroleum before the Distribution Date.

(d) Reimbursements .

(i) From time to time after the Distribution Date, Marathon Petroleum (acting directly or through a member of the MPC Group) shall promptly reimburse Marathon Oil, upon Marathon Oil's reasonable request and the presentation by Marathon Oil of such substantiating documentation as Marathon Petroleum may reasonably request, for the cost of any Liabilities satisfied by Marathon Oil or any member of the MRO Group that are, pursuant to this Agreement, the responsibility of Marathon Petroleum or any member of the MPC Group.

(ii) From time to time after the Distribution Date, Marathon Oil (acting directly or through a member of the MRO Group) shall promptly reimburse Marathon Petroleum, upon Marathon Petroleum's reasonable request and the presentation by Marathon Petroleum of such substantiating documentation as Marathon Oil may reasonably request, for the cost of any Liabilities satisfied by Marathon Petroleum or any member of the MPC Group that are, pursuant to this Agreement, the responsibility of Marathon Oil or any member of the MRO Group.

Section 2.3 *Plan Participation* .

(a) MPC Participation in MRO Benefit Plans . Except as otherwise expressly provided for in this Agreement or as otherwise expressly agreed to in writing between the Parties, (i) effective as of the Distribution Date, each of Marathon Petroleum and each other member of the MPC Group shall cease to be a Participating Employer in the MRO Benefit Plans, and (ii) each (A) MPC Employee and Speedway Employee as of the Distribution Date, and (B) Delayed Transfer Employee who transfers from the MRO Group to the MPC Group, effective as of such Delayed Transfer Employee's Transfer Date, shall cease to participate in, be covered by, accrue benefits under, be eligible to contribute to or have any other rights under any MRO Benefit Plan, and Marathon Oil and Marathon Petroleum shall take all necessary action to effectuate each such cessation.

(b) Marathon Oil Participation in MPC Benefit Plans . Except as otherwise expressly provided for in this Agreement or as otherwise expressly agreed to in writing between the Parties, (i) effective as of the Distribution Date, Marathon Oil and each other member of the MRO Group shall cease to be a Participating Employer in MPC Benefit Plans and (ii) each (A) MRO Employee as of the Distribution Date, and (B) Delayed Transfer Employee who transfers from the MPC Group to the MRO Group, effective as of such Delayed Transfer Employee's Transfer Date, shall cease to participate in, be covered by, accrue benefits under, be eligible to contribute to or have any other rights under any MPC Benefit Plan, and Marathon Petroleum and Marathon Oil shall take all necessary action to effectuate each such cessation.

Section 2.4 *Comparable Benefits* .

(a) Comparable Benefits for MPC Employees . Except as otherwise agreed to in writing by Marathon Oil, with respect to an MPC Employee, for the period commencing on the Distribution Date and ending on December 31, 2011, Marathon Petroleum (acting directly or through a member of the MPC Group) intends to provide such MPC Employee with employee benefits that are in Marathon Petroleum's sole opinion, substantially comparable, in the aggregate, to the employee benefits to which such MPC Employee was entitled immediately prior to the Effective Time.

(b) Comparable Benefits for MRO Employees . Except as otherwise agreed to in writing by Marathon Petroleum, with respect to an MRO Employee, for the period commencing on the Distribution Date and ending on December 31, 2011, Marathon Oil (acting directly or through a member of the MRO Group) intends to provide such MRO Employee with employee benefits that are in Marathon Oil's sole opinion, substantially comparable, in the aggregate, to the employee benefits to which such MRO Employee was entitled to immediately prior to the Effective Time.

Section 2.5 *Employee Service Recognition* . (a) MPC Pre-Distribution Service Credit. Marathon Petroleum (acting directly or through a member of the MPC Group) shall give each MPC Employee full credit for purposes of eligibility, vesting, determination of level of benefits and, to the extent applicable, benefit accruals under any MPC Benefit Plan for such MPC Employee's service with any member of the MRO Group prior to the Distribution Date to the same extent such service was recognized by the corresponding MRO Benefit Plan immediately prior to the Distribution Date; provided, however, that such service shall not be recognized to the extent that such recognition would result in the duplication of benefits under an MPC Benefit Plan and an MRO Benefit Plan.

(b) MRO Pre-Distribution Service Credit . Marathon Oil (acting directly or through a member of the MRO Group) shall give each MRO Employee full credit for purposes of eligibility, vesting, determination of level of benefits and, to the extent applicable, benefit accruals under any MRO Benefit Plan for such MRO Employee's service with any member of the MPC Group prior to the Distribution Date to the same extent such service was recognized by the corresponding MPC Benefit Plan immediately prior to the Distribution Date; provided, however, that such service shall not be recognized to the extent that such recognition would result in the duplication of benefits under an MRO Benefit Plan and an MPC Benefit Plan.

(c) Post-Distribution Reciprocal Service Crediting . Each of Marathon Oil and Marathon Petroleum (acting directly or through members of the MRO Group or the MPC Group, respectively) shall cause each of the MRO Service Plans and the MPC Service Plans, respectively, to provide the following service crediting rules effective as of the Distribution Date:

(i) If Marathon Oil and Marathon Petroleum agree in writing to the transfer of an MRO Employee as a Delayed Transfer Employee to a member of the MPC Group, such MRO Employee was a participant in any of the MRO Service Plans and such MRO Employee is continuously employed by the MRO Group from the Distribution Date through the date which comes immediately before such MRO Employee commences active employment with a member of the MPC Group, then such MRO Employee's service with the MRO Group following the Distribution Date shall be recognized under the corresponding MPC Service Plans for purposes of eligibility, vesting and level of benefits, in each case to the same extent as such MRO Employee's service with the MRO Group was recognized under the corresponding MRO Service Plans; provided, however, that such service shall not be recognized to the extent that such recognition would result in the duplication of benefits under an MPC Benefit Plan and an MRO Benefit Plan.

(ii) If Marathon Oil and Marathon Petroleum agree in writing to the transfer of an MPC Employee as a Delayed Transfer Employee to a member of the MRO Group, such MPC Employee was a participant in any of the MPC Service Plans and such MPC Employee is continuously employed by the MPC Group from the Distribution Date through the date which comes immediately before such MPC Employee commences active employment with a member of the MRO Group, then such MPC Employee's service with the MPC Group following the Distribution Date shall be recognized under the corresponding MRO Service Plans for purposes of eligibility, vesting and level of benefits, in each case to the same extent as such MPC Employee's service with the MPC Group was recognized under the corresponding MPC Service Plans; provided, however, that such service shall not be recognized to the extent that such recognition would result in the duplication of benefits under an MPC Benefit Plan and an MRO Benefit Plan.

(iii) Except as provided in Section 2.5(c)(i), if an MRO Employee after the Distribution Date becomes employed by a member of the MPC Group, then, except to the extent required by applicable Law, such individual's service with the MRO Group following the Distribution Date will not be recognized for any purpose under any MPC Benefit Plan.

(iv) Except as provided in Section 2.5(c)(ii), if an MPC Employee after the Distribution Date becomes employed by a member of the MRO Group, then, except to the extent required by applicable Law, such individual's service with the MPC Group following the Distribution Date will not be recognized for any purpose under any MRO Benefit Plan.

Section 2.6 *Plan Spin-offs* . Both Marathon Oil and Marathon Petroleum shall take appropriate steps, prior to the Effective Time, to ensure that the benefits of MPC Employees and MRO Employees are transferred, to the extent necessary, and such that each MPC Employee's full benefit is fully reflected in the appropriate MPC Benefit Plan, and each MRO Employee's full benefit is fully reflected in the appropriate MRO Benefit Plan as soon as practicable on or after the Distribution Date, or in the case of a Delayed Transfer Employee, at the applicable Transfer Date but in no case later than the first anniversary of the Distribution Date.

Section 2.7 *Delayed Transfer Employees* . Following the Distribution Date but on or before December 31, 2011, a limited number of MRO Employees may be transferred to the MPC Group, and a limited number of MPC Employees may be transferred to the MRO Group.

Section 2.8 *Leased Employees* . MRO Employees who have been leased or seconded to the MPC Group through an employee leasing agreement shall remain in the MRO Benefits Plans during the duration of the secondment or leasing, which shall not exceed 18 months. MPC Employees who have been leased or seconded to the MRO Group through an Employee Leasing Agreement shall remain in the MPC Benefit Plans during the duration of the secondment or leasing, which shall not exceed 18 months. Any such employee leasing agreement(s) shall require the company benefiting from the services of each leased employee to fully reimburse the leasing company for the full cost of each such employee's remuneration and shall contain other terms and conditions consistent with an arm's length commercial relationship between the leasing company and service recipient.

Section 2.9 *Speedway Employees* . Speedway LLC will remain a Subsidiary of Marathon Petroleum and, immediately after the Distribution Date, will continue to sponsor its current Benefit Plans, employment practices, and pay practices pursuant to their respective terms and conditions. Speedway LLC shall continue to sponsor Benefit Plans as provided in Section 3.4 and Section 4.4.

ARTICLE III
QUALIFIED PENSION PLANS

In an effort to ensure that, to the extent practical, individuals who will be MRO Employees and MPC Employees after the Distribution Date will have all of their accrued benefits in a single plan, certain actions will be taken with respect to the Retirement Plan of Marathon Oil Company and the Marathon Petroleum Retirement Plan to make appropriate transfers of plan assets and Liabilities.

Section 3.1 *Defined Benefit Pension Plans* .

(a) Retirement Plan of Marathon Oil Company . After the Distribution Date, MRO Participants shall continue to participate in the Retirement Plan of Marathon Oil Company. Marathon Oil shall take all necessary steps to have the Retirement Plan of Marathon Oil Company accept assets and Liabilities from the Marathon Petroleum Retirement Plan (based on a good faith actuarial estimate of accrued benefits as of May 31, 2011) representing any benefits accrued by individuals who have accrued benefits in the Marathon Petroleum Retirement Plan and who are expected to be employed by the MRO Group immediately after the Distribution Date. An initial transfer of assets and Liabilities shall occur on or about June 16, 2011. On or about October 31, 2011, Marathon Oil shall take all necessary steps to have the Retirement Plan of Marathon Oil Company accept assets and Liabilities from the Marathon Petroleum Retirement Plan based on a final actuarial calculation representing any benefits accrued by individuals who have accrued benefits in the Marathon Petroleum Retirement Plan and who are employed by the MRO Group immediately after the Distribution Date.

(b) Marathon Petroleum Retirement Plan . After the Distribution Date, MPC Participants shall continue to participate in the Marathon Petroleum Retirement Plan. Marathon Petroleum shall take all necessary steps to have the Marathon Petroleum Retirement Plan accept assets and Liabilities from the Retirement Plan of Marathon Oil Company (based on a good faith actuarial estimate of accrued benefits as of May 31, 2011) representing any benefits accrued by individuals who have accrued benefits in the Retirement Plan of Marathon Oil Company and who are expected to be employed by the MPC Group immediately after the Distribution Date. An initial transfer of assets and Liabilities shall occur on or about June 16, 2011. On or about October 31, 2011, Marathon Petroleum shall take all necessary steps to have the Marathon Petroleum Retirement Plan accept assets and Liabilities from the Retirement Plan of Marathon Oil Company based on a final actuarial calculation representing any benefits accrued by individuals who have accrued benefits in the Retirement Plan of Marathon Oil Company and who are employed by the MPC Group immediately after the Distribution Date.

(c) Post-May 31, 2011 Transfers and Delayed Transfer Employees . On or before February 29, 2012, Marathon Oil shall take all necessary steps to have the Retirement Plan of Marathon Oil Company accept assets and Liabilities from the Marathon Petroleum Retirement Plan representing any benefits accrued by individuals who transferred from the MPC Group to the MRO Group after May 31, 2011 and have accrued benefits in the Marathon Petroleum Retirement Plan. On or before February 29, 2012, Marathon Petroleum shall take all necessary steps to have the Marathon Petroleum Retirement Plan accept assets and Liabilities from the Retirement Plan of Marathon Oil Company representing any benefits accrued by individuals who transferred from the MRO Group to the MPC Group after May 31, 2011 and have accrued benefits in the Retirement Plan of Marathon Oil Company.

(d) Transfer of Pension Plan Assets . With respect to both the Retirement Plan of Marathon Oil Company and the Marathon Petroleum Retirement Plan the Parties agree that with respect to transfers from each respective plan, assets and any related earnings or losses shall be determined and transferred from each plan's trust in accordance with Section 414(l) of the Code, Treasury Regulation Section 1.414(l)-1, Section 208 of ERISA and the assumptions and valuation methodology which the Pension

Benefit Guaranty Corporation would have used under Section 4044 of ERISA as of the Distribution Date as set forth in Schedule 2 to this Agreement.

(e) Continuation of Elections .

(i) MPC Continuation of Elections . As of the Distribution Date, Marathon Petroleum (acting directly or through a member of the MPC Group) shall cause the Marathon Petroleum Retirement Plan to recognize, to the extent practicable, all existing elections, including beneficiary designations, payment form elections and rights of alternate payees under qualified domestic relations orders with respect to MPC Participants under the Retirement Plan of Marathon Oil Company.

(ii) MRO Continuation of Elections . As of the Distribution Date, Marathon Oil (acting directly or through a member of the MRO Group) shall cause the Retirement Plan of Marathon Oil Company to recognize, to the extent practicable, all existing elections beneficiary designations, payment form elections and rights of alternate payees under qualified domestic relations orders with respect to MRO Participants under the Marathon Petroleum Retirement Plan.

Section 3.2 *Delayed Transfer Employees* .

(a) Marathon Petroleum Company LP Delayed Transfer Employees .

(i) MPC Continuation of Elections . As of each Delayed Transfer Employee's Transfer Date, Marathon Petroleum (acting directly or through a member of the MPC Group) shall cause the Marathon Petroleum Retirement Plan to recognize, to the extent practicable, all existing elections under the Retirement Plan of Marathon Oil Company, including beneficiary designations, payment form elections and rights of alternate payees under qualified domestic relations orders with respect to each Delayed Transfer Employee who transfers from the MRO Group to the MPC Group.

(ii) MRO Continuation of Elections . As of each Delayed Transfer Employee's Transfer Date, Marathon Oil (acting directly or through a member of the MRO Group) shall cause the Retirement Plan of Marathon Oil Company to recognize, to the extent practicable, all existing elections under the MPC Retirement Pension Plan, including beneficiary designations, payment form elections and rights of alternate payees under qualified domestic relations orders with respect to each Delayed Transfer Employee who transfers from the MPC Group to the MRO Group.

Section 3.3 *Defined Contribution Plans* . On the Distribution Date, Marathon Petroleum (acting directly or through a member of the MPC Group) shall assume or continue sponsorship of the Marathon Petroleum Thrift Plan which shall be created on or prior to the Distribution Date. Marathon Petroleum shall take all necessary steps for the Marathon Petroleum Thrift Plan to accept assets and Liabilities, including participant loans, from the Marathon Oil Company Thrift Plan representing any benefits accrued by individuals, who are employees of the MPC Group either (i) immediately on or after the Distribution Date, or (ii) the applicable Transfer Date in the case of a Delayed Transfer Employee moving from the MRO Group to the MPC Group, or (iii) who retired or terminated as Downstream Employees after April 1, 1998 and prior to the Distribution Date who have accrued benefits in the Marathon Oil Company Thrift Plan. Marathon Petroleum shall also take all necessary steps for the Marathon Petroleum Thrift Plan to accept assets and Liabilities, including participant loans, from the

Marathon Oil Company Thrift Plan representing any benefits accrued by Speedway Employees, who have accrued benefits in the Marathon Oil Company Thrift Plan.

Section 3.4 *Speedway LLC Qualified Benefit Plans* . Immediately after the Distribution Date Speedway LLC shall remain a Subsidiary of Marathon Petroleum.

(a) Speedway LLC and its direct Subsidiaries shall continue to sponsor the Speedway LLC Retirement Plan, for such period of time as Speedway LLC shall determine in its sole discretion.

(b) Speedway LLC and its direct Subsidiaries shall continue to sponsor the Speedway LLC Retirement Savings Plan, for such period of time as Speedway LLC shall determine in its sole discretion.

ARTICLE IV
NON-QUALIFIED PLANS

Section 4.1 *Excess Benefit Plans* .

(a) Marathon Oil Company Excess Benefit Plan . Marathon Oil Company shall continue to sponsor the Marathon Oil Company Excess Benefit Plan after the Distribution Date, for such period of time as Marathon Oil shall determine in its sole discretion. Marathon Oil shall take all necessary steps for the Marathon Oil Company Excess Benefit Plan to accept Liabilities from the Marathon Petroleum Excess Benefit Plan representing any benefits accrued by individuals who are either (i) MRO Employees or (ii) Delayed Transfer Employees who move from the MPC Group to the MRO Group and, in either case, have accrued benefits in the Marathon Petroleum Excess Benefit Plan. Marathon Oil shall also take all necessary steps for the Marathon Oil Company Excess Benefit Plan to accept Liabilities from the Speedway Excess Benefit Plan representing any benefits accrued by individuals, who are either (i) MRO Employees or (ii) Delayed Transfer Employees who move from the MPC Group to the MRO Group and, in either case, have accrued benefits in the Speedway Excess Benefit Plan.

(b) Marathon Petroleum Excess Benefit Plan . Marathon Petroleum Company LP shall continue to sponsor the Marathon Petroleum Excess Benefit Plan after the Distribution Date, for such period of time as Marathon Petroleum shall determine in its sole discretion. Marathon Petroleum (acting directly or through a member of the MPC Group) shall take all necessary steps for the Marathon Petroleum Excess Benefit Plan to accept Liabilities from the Marathon Oil Company Excess Benefit Plan representing any benefits accrued by individuals, who are either (i) MPC Employees or (ii) Delayed Transfer Employees who move from the MRO Group to the MPC Group and, in either case, have accrued benefits in the Marathon Oil Company Excess Benefit Plan. Marathon Petroleum (acting directly or through a member of the MPC Group) shall also take all necessary steps for the Marathon Petroleum Excess Benefit Plan to accept Liabilities from the Marathon Oil Company Excess Benefit Plan representing any benefits accrued by individuals, who are Speedway Employees and have accrued benefits in the Marathon Oil Company Excess Benefit Plan.

Section 4.2 *Officer Deferred Compensation Plans* .

(a) Marathon Oil Company Deferred Compensation Plan . Marathon Oil (acting directly or through a member of the MRO Group) shall continue to sponsor the Marathon Oil Company Deferred Compensation Plan, for such period of time as Marathon Oil shall determine in its sole discretion. After the Distribution Date eligible employees of Marathon Oil or its Subsidiaries shall continue to participate in the Marathon Oil Company Deferred Compensation Plan. Marathon Oil (acting directly or through a member of the MRO Group) shall take all necessary steps for the Marathon Oil Company Deferred Compensation Plan to accept Liabilities from the Marathon Petroleum Deferred Compensation Plan

representing any benefits accrued by individuals, who are either (i) MRO Employees or (ii) Delayed Transfer Employees transferring from the MPC Group to the MRO Group and, in either case, have accrued benefits in the Marathon Petroleum Deferred Compensation Plan as of the Effective Time or Transfer Date, as applicable. In addition, Marathon Oil (acting directly or through a member of the MRO Group) shall take all necessary steps for the Marathon Oil Company Deferred Compensation Plan to accept Liabilities from the Speedway Deferred Compensation Plan representing any benefits accrued by individuals who are MRO Employees and have accrued benefits in the Speedway Deferred Compensation Plan as of the Effective Time.

(b) Marathon Petroleum Deferred Compensation Plan . The Marathon Petroleum Deferred Compensation Plan shall continue to be sponsored by Marathon Petroleum (acting directly or through a member of the MPC Group), for such period of time as Marathon Petroleum shall determine in its sole discretion. After the Distribution Date eligible employees of Marathon Petroleum or its Subsidiaries shall continue to participate in the Marathon Petroleum Deferred Compensation Plan. Marathon Petroleum (acting directly or through a member of the MPC Group) shall take all necessary steps for the Marathon Petroleum Deferred Compensation Plan to accept Liabilities from the Marathon Oil Company Deferred Compensation Plan representing any benefits accrued by individuals, who are either (i) MPC Employees or (ii) Delayed Transfer Employees transferring from the MRO Group the MPC Group and, in either case, have accrued benefits in the Marathon Oil Company Deferred Compensation Plan. Marathon Petroleum (acting directly or through a member of the MPC Group) shall also take all necessary steps for the Marathon Petroleum Deferred Compensation Plan to accept Liabilities from the Marathon Oil Company Deferred Compensation Plan representing any benefits accrued by individuals who are Speedway Employees and have accrued benefits in the Marathon Oil Company Deferred Compensation Plan.

Section 4.3 *Continuation of Elections* . All deferral elections under the Marathon Oil Company Deferred Compensation Plan, the Marathon Petroleum Deferred Compensation Plan and the Speedway Deferred Compensation Plan shall remain in effect for all of 2011.

Section 4.4 *Speedway Nonqualified Plans* .

(a) Speedway Excess Benefit Plan . Speedway LLC shall continue to sponsor (for such period of time as Speedway LLC shall determine in its sole discretion) and retain the Liabilities of the Speedway Excess Benefit Plan after the Distribution Date except for those Liabilities transferred pursuant to Section 4.1(a).

(b) Speedway Deferred Compensation Plan . Speedway LLC shall continue to sponsor (for such period of time as Speedway LLC shall determine in its sole discretion) and retain the Liabilities of the Speedway Deferred Compensation Plan after the Distribution Date, except for those Liabilities transferred pursuant to Section 4.2(a).

(c) EMRO Marketing Company Deferred Compensation Plan . On and immediately following the Distribution Date, Speedway LLC shall continue to sponsor the frozen EMRO Marketing Company Deferred Compensation Plan (for such period of time as Speedway LLC shall determine in its sole discretion). Neither MRO nor any member of the MRO Group shall assume any Liabilities with respect to this plan.

ARTICLE V
WELFARE BENEFITS PLANS AND EMPLOYMENT PRACTICES

Section 5.1 *Adoption of Plans by MPC* .

(a) Prior to the Distribution Date, Marathon Petroleum (acting directly or through a member of the MPC Group) shall establish welfare benefit plans and employment practices substantially similar to those currently available to Downstream Employees generally. Marathon Petroleum shall retain the assets and Liabilities of all such welfare benefit plans and employment practices on and after the Distribution Date.

(b) Terms of Participation in MPC Welfare Plans . Marathon Petroleum (acting directly or through a member of the MPC Group) shall cause each MPC Welfare Plan to (i) waive all limitations as to preexisting conditions, exclusions and service conditions with respect to participation and coverage requirements applicable to MPC Participants and Delayed Transfer Employees transferring from the MRO Group to the MPC Group, (ii) honor any deductibles, out-of-pocket maximums, and co-payments incurred by MPC Participants and Delayed Transfer Employees transferring from the MRO Group to the MPC Group under the corresponding MRO Welfare Plan in satisfying any applicable deductibles, out-of-pocket maximums or co-payments under an MPC Welfare Plan during the same plan year in which such deductibles, out-of-pocket maximums and co-payments were made, and (iii) waive any waiting period limitation or evidence of insurability requirement that would otherwise be applicable to (A) an MPC Participant following the Distribution Date or (B) a Delayed Transfer Employee transferring from the MRO Group to the MPC Group following such Delayed Transfer Employee's Transfer Date, in each case to the extent such MPC Participant or Delayed Transfer Employee, as applicable, had satisfied any similar limitation under the corresponding MRO Welfare Plan.

(c) Terms of Participation in MRO Welfare Plans . Marathon Oil (acting directly or through a member of the MRO Group) shall cause each MRO Welfare Plan to (i) waive all limitations as to preexisting conditions, exclusions, and service conditions with respect to participation and coverage requirements applicable to MRO Participants and Delayed Transfer Employees transferring from the MPC Group to the MRO Group, (ii) honor any deductibles, out-of-pocket maximums, and co-payments incurred by MRO Participants and Delayed Transfer Employees transferring from the MPC Group to the MRO Group under the corresponding MPC Welfare Plan in satisfying any applicable deductibles, out-of-pocket maximums or co-payments under an MPC Welfare Plan during the same plan year in which such deductibles, out-of-pocket maximums and co-payments were made, and (iii) waive any waiting period limitation or evidence of insurability requirement that would otherwise be applicable to (A) an MRO Participant following the Distribution Date or (B) a Delayed Transfer Employee transferring from the MPC Group to the MRO Group following such Delayed Transfer Employee's Transfer Date, in each case to the extent such MRO Participant or Delayed Transfer Employee, as applicable, had satisfied any similar limitation under the corresponding MRO Welfare Plan.

(d) Speedway LLC shall continue to sponsor its current ERISA welfare Benefit Plans, payroll practices and employment policies subject to its right under each plan to terminate, amend or modify each plan.

(e) Continuation of Elections .

(i) With respect to MPC Participants, as of the Distribution Date, Marathon Petroleum (acting directly or through a member of the MPC Group) shall cause each MPC Welfare Plan to recognize all elections and designations (including all coverage and contribution elections and beneficiary designations) made by MPC Participants under, or with respect to, the

MPC Welfare Plans or the corresponding MRO Welfare Plan, as applicable, and apply such elections and designations under the MPC Welfare Plan for the remainder of the period or periods for which such elections or designations are by their original terms applicable, to the extent an election or designation made under a particular MRO Welfare Plan is available under the corresponding MPC Welfare Plan. With respect to each Delayed Transfer Employee transferring from the MRO Group to the MPC Group, as of such Delayed Transfer Employee's Transfer Date, Marathon Petroleum (acting directly or through a member of the MPC Group) shall cause each MPC Welfare Plan to recognize all elections and designations (including all coverage and contribution elections and beneficiary designations) made by such Delayed Transfer Employee under, or with respect to, the corresponding MRO Welfare Plan and apply such elections and designations under the MPC Welfare Plan for the remainder of the period or periods for which such elections or designations are by their original terms applicable, to the extent such election or designation is available under the corresponding MPC Welfare Plan.

(ii) With respect to MRO Participants, as of the Distribution Date, Marathon Oil (acting directly or through a member of the MRO Group) shall cause each MRO Welfare Plan to recognize all elections and designations (including all coverage and contribution elections and beneficiary designations) made by MRO Participants under, or with respect to, the MRO Welfare Plans or the corresponding MPC Welfare Plan, as applicable, and apply such elections and designations under the MRO Welfare Plan for the remainder of the period or periods for which such elections or designations are by their original terms applicable, to the extent an election or designation made under a particular MPC Welfare Plan is available under the corresponding MRO Welfare Plan. With respect to each Delayed Transfer Employee transferring from the MPC Group to the MRO Group, as of such Delayed Transfer Employee's Transfer Date, Marathon Oil (acting directly or through a member of the MRO Group) shall cause each MRO Welfare Plan to recognize all elections and designations (including all coverage and contribution elections and beneficiary designations) made by such Delayed Transfer Employee under, or with respect to, the corresponding MPC Welfare Plan and apply such elections and designations under the MRO Welfare Plan for the remainder of the period or periods for which such elections or designations are by their original terms applicable, to the extent such election or designation is available under the corresponding MRO Welfare Plan.

Section 5.2 *Liabilities for Claims* .

(a) MPC Employees and Former MPC Employees . Marathon Petroleum shall, or shall cause one or more other members of the MPC Group to, continue to provide payment or reimbursement for all Liabilities under the MRO Welfare Plans for claims incurred by MPC Employees and former employees of the MPC Group who are not MRO Employees. Such payment or reimbursement obligation shall be made by the first anniversary of the Distribution. Marathon Petroleum shall, or shall cause one or more other members of the MPC Group to, assume all Liabilities with respect to the MPC Welfare Plans, as contemplated by this Agreement. Additionally, Marathon Petroleum shall, or shall cause the MPC Welfare Plans to assume all Liabilities under the MRO Welfare Plans with respect to claims of Downstream Employees that are incurred but unreported as of the Effective Time or reported but not processed and paid as of the Effective Time. With respect to each Delayed Transfer Employee transferring from the MPC Group to the MRO Group, Marathon Petroleum shall continue to retain all Liabilities under the MPC Welfare Plans incurred and reported before his or her Transfer Date in accordance with each such plan's standard policies and practices for processing and paying claims.

(b) MRO Employees and Former MRO Employees . Except as provided in Section 5.2(a), Marathon Oil Company shall retain all Liabilities under the MRO Welfare Plans. With respect to each Delayed Transfer Employee transferring from the MRO Group to the MPC Group, Marathon Oil shall

continue to retain all Liabilities under the MRO Welfare Plans incurred and reported before his or her Transfer Date in accordance with each such plan's standard policies and practices for processing and paying claims.

(c) Cooperation . Marathon Oil and Marathon Petroleum agree to cooperate to assure the transfers of Liabilities under this Section 5.2 are effected in a manner intended to have a minimum adverse impact, if any, on employees.

(d) Responsibility for Processing and Payment . Marathon Oil agrees to process and pay (or to arrange for payment) claims for which Marathon Oil retains the Liability under this Section 5.2, and Marathon Petroleum agrees to process and pay (or to arrange for payment) claims for which Marathon Petroleum retains the Liability under this Section 5.2. Processing and payment for one Party may be done for the other Party pursuant to the Transition Services Agreement.

(e) Balances . Any balances including imprest balances and claims payment balances held temporarily by a third-party administrator as of the Distribution Date will be divided on a per-capita basis between Marathon Oil and Marathon Petroleum and used to pay benefits or administrative fees of the appropriate Welfare Plans; provided, however that the Prudential Advance Premium Account shall be divided based upon the respective coverage levels of MRO Participants and MPC Participants in light of the provider's recommendation that this is its best practice.

ARTICLE VI
NON-U.S. MPC EMPLOYEES .

Marathon Petroleum (acting directly or through a member of the MPC Group) shall take steps to provide benefit plan coverage to employees of its non-U.S. Subsidiaries effective as of the Distribution Date. Given the limited number of these employees and the practical limitations of establishing similar benefit plans in those jurisdictions, such arrangements may be different than current benefit plan plans offered to certain employees of non-U.S. Subsidiaries.

ARTICLE VII
REIMBURSEMENT ACCOUNT PLANS

Section 7.1 *Plans* . Effective not later than the Distribution Date, Marathon Petroleum (acting directly or through a member of the MPC Group) shall commence sponsorship of the Marathon Petroleum health and dependent care spending account plans and health care reimbursement account plans (the " MPC Reimbursement Account Plans "), with features that are substantially the same as those in the MRO Health Care Spending Account Plan, the MRO Dependent Care Reimbursement Account Plan and the MRO Health Reimbursement Account Plan immediately prior to the Distribution (the " MRO Reimbursement Account Plans "). Each MPC Participant shall cease participating in the MRO Reimbursement Account Plans effective as of the Distribution and shall commence participation in the MPC Reimbursement Account Plans. The elections of each MPC Participant under the MRO Reimbursement Account Plans for calendar year 2011 shall be recognized under the MPC Reimbursement Account Plans.

(a) Effective as of the Distribution Date, Marathon Petroleum (acting directly or through a member of the MPC Group) shall assume responsibility for administering and, to the extent required by the terms of the plan, paying all reimbursement claims under the MPC Reimbursement Account Plans with respect to calendar year 2011, whether arising before, on or after the Distribution Date, and Marathon Oil (acting directly or through a member of the MRO Group) shall retain responsibility for administering and, to the extent required by the terms of the plan, paying all reimbursement claims under

the MRO Reimbursement Account Plans with respect to calendar year 2011, whether arising before, on or after the Distribution Date. In addition, Marathon Oil (acting directly or through a member of the MRO Group) shall retain responsibility for administering and, to the extent required by the terms of the plan, paying all reimbursement claims under the MRO Reimbursement Account Plans with respect to calendar year 2010, including claims of MPC Participants.

(b) With respect to each Delayed Transfer Employee transferring from the MRO Group to the MPC Group, effective as of such Delayed Transfer Employee's Transfer Date, Marathon Petroleum (acting directly or through a member of the MPC Group) shall assume responsibility for administering and, to the extent required by the terms of the plan, paying all reimbursement claims under the MPC Reimbursement Account Plans of such Delayed Transfer Employee with respect to calendar year 2011, whether arising before, on or after such Transfer Date. With respect to each Delayed Transfer Employee transferring from the MPC Group to the MRO Group, effective as of such Delayed Transfer Employee's Transfer Date, Marathon Oil (acting directly or through a member of the MRO Group) shall assume responsibility for administering and, to the extent required by the terms of the plan, paying all reimbursement claims under the MRO Reimbursement Account Plans of such Delayed Transfer Employee with respect to calendar year 2011, whether arising before, on or after such Transfer Date.

Section 7.2 *Cash Transfers* . Marathon Oil (acting directly or through a member of the MRO Group) shall retain all amounts deferred by MRO Participants under the MRO Reimbursement Account Plans, as well as Delayed Transfer Employees who transfer from the MPC Group to the MRO Group. To the extent that such amounts are not being separately accounted for and retained by Marathon Petroleum, Marathon Oil (acting directly or through a member of the MRO Group) shall transfer or cause an amount of cash to be transferred to Marathon Petroleum equal to (i) the amounts deferred by MPC Participants and Delayed Transfer Employees who transfer from the MRO Group to the MPC Group under the MRO Reimbursement Plans for the period beginning with January 1, 2011 and ending on the Distribution Date, reduced by (ii) the sum of all claims for calendar year 2011 paid under the MRO Reimbursement Plans to or on behalf of MPC Participants and Delayed Transfer Employees who transfer from the MRO Group to the MPC Group. Cash transfers under this Section 7.2 shall occur as mutually agreed by the Parties, and may be effected by means of periodic or multiple transfers; provided, however, that all such transfers shall be complete not later than December 31, 2012.

ARTICLE VIII
COBRA

Section 8.1 *MPC Participants* . Effective as of the Distribution Date, Marathon Petroleum (acting directly or through a member of the MPC Group) shall assume, or shall have caused the MPC Welfare Plans to assume, responsibility for compliance with the health care continuation coverage requirements of COBRA with respect to MPC Participants who, as of the day prior to the Distribution Date, were covered under an MRO Welfare Plan pursuant to COBRA or who had a COBRA qualifying event (as defined in Code Section 4980B) prior to the Distribution Date.

Section 8.2 *Delayed Transfer Employees* .

(a) For COBRA qualifying events (as defined in Code Section 4980B) occurring on and after a Delayed Transfer Employee's Transfer Date:

(i) For Delayed Transfers to MPC . Marathon Petroleum (acting directly or through a member of the MPC Group) shall assume, or shall have caused the MPC Welfare Plans to assume, responsibility for compliance with the health care continuation coverage requirements of COBRA with respect to such Delayed Transfer Employee who transfers from the MRO Group to the MPC Group (and his or her qualified beneficiaries under COBRA).

(ii) For Delayed Transfers to MRO . Marathon Oil (acting directly or through a member of the MRO Group) shall assume, or shall have caused the MRO Welfare Plans to assume, responsibility for compliance with the health care continuation coverage requirements of COBRA with respect to such Delayed Transfer Employee who transfers from the MPC Group to the MRO Group (and his or her qualified beneficiaries under COBRA).

(b) For COBRA qualifying events (as defined in Code Section 4980B) occurring before a Delayed Transfer Employee's Transfer Date:

(i) For Delayed Transfers to MPC . Marathon Oil (acting directly or through a member of the MRO Group) shall retain, or shall have caused the MRO Welfare Plans to retain, responsibility for compliance with the health care continuation coverage requirements of COBRA with respect to such Delayed Transfer Employee who transfers from the MRO Group to the MPC Group (and his or her qualified beneficiaries under COBRA).

(ii) For Delayed Transfers to MRO . Marathon Petroleum (acting directly or through a member of the MPC Group) shall retain, or shall have caused the MPC Welfare Plans to retain, responsibility for compliance with the health care continuation coverage requirements of COBRA with respect to such Delayed Transfer Employee who transfers from the MPC Group to the MRO Group (and his or her qualified beneficiaries under COBRA).

ARTICLE IX
INACTIVE EMPLOYEE AND RETIREE WELFARE BENEFIT PLANS

Section 9.1 *Level Premium Life Insurance Plan* . Marathon Oil shall arrange with the applicable insurance carrier to issue a separate insurance policy for eligible Downstream Employee participants and eligible MPC Employee participants in the Level Premium Life Insurance Plan which shall be used to create a separate Level Premium Life Insurance Plan sponsored by Marathon Petroleum or another member of the MPC Group on or before the Distribution Date.

Section 9.2 *Retiree Medical* . Marathon Petroleum (acting directly or through a member of the MPC Group) shall no later than the Distribution Date sponsor a health plan for eligible retired Downstream Employees substantially similar to the retiree provisions of the Health Plan of Marathon Oil Company and other MRO Welfare Plans providing health benefits to retirees. The Health Plan of Marathon Oil Company or other MRO Welfare Plans providing health benefits to retirees shall retain Liability for retiree medical obligations to all eligible retired Upstream Employees, as well as all Downstream Employees who retired on or before April 1, 1998. Marathon Petroleum shall have no Liability for retiree medical obligations to MRO Employees, and Marathon Oil shall have no Liability for retiree medical obligations to MPC Employees.

Section 9.3 *Long Term Disability* . With respect to employees currently in pay status or claiming benefits under the Long Term Disability Plan of Marathon Oil Company, the ongoing responsibilities for claims shall be allocated as follows:

(a) Marathon Petroleum (acting directly or through a member of the MPC Group) shall cause a long term disability plan sponsored by Marathon Petroleum (acting directly or through a member of the MPC Group) to assume all Liabilities for Downstream Employees who became eligible for benefits after March 31, 1998, subject to the terms of that plan, which shall be substantially similar to the terms of the Long Term Disability Plan of Marathon Oil Company.

(b) The Long Term Disability Plan of Marathon Oil Company shall retain, or cause to be retained, all Liabilities for (i) all Upstream Employees and (ii) Downstream Employees who became eligible for benefits on or before March 31, 1998, subject to the terms of such plan.

Section 9.4 *Liabilities for Claims* .

(a) Downstream Employees and Former Downstream Employees . Except as otherwise provided in this Agreement, Liabilities under the MRO Welfare Plans for claims made by or relating to Downstream Employees and former Downstream Employees who are not MRO Employees shall be fully assumed by the MPC Welfare Plans on the Distribution Date, and Marathon Petroleum shall be responsible for administration of such claims.

(b) Upstream Employees and Former Upstream Employees . Except as otherwise provided in this Agreement, Liabilities under the MRO Welfare Plans for claims made by or relating to (i) Upstream Employees and former Upstream Employees who are not MPC Employees or Speedway Employees and (ii) Downstream Employees or former Downstream Employees who retired on or before April 1, 1998 or terminated employment (other than by retirement) on or before March 31, 1998 shall be fully retained by the MRO Welfare Plans on the Distribution Date, and Marathon Oil shall be responsible for administration of such claims.

(c) Delayed Transfer Employees . Except as otherwise provided in this Agreement, with respect to Delayed Transfer Employees, Liabilities for claims made by Delayed Transfer Employees shall remain with the Welfare Plans of the employing entity up until the applicable Transfer Date. On and after the applicable Transfer Date, the Welfare Plans of the new employing entity as of the day immediately after the applicable Transfer Date shall be liable for claims, and such new employing entity shall be responsible for administration of such claims.

(d) Cooperation . Marathon Oil and Marathon Petroleum agree to cooperate to assure the transfers of Liabilities under this Section 9.4 are effected in a manner intended to have a minimum adverse impact, if any, on employees.

ARTICLE X
RETENTION OF LIABILITIES AND EMPLOYMENT ISSUES

Section 10.1 *Employment Claims and Litigation* . Claims and litigation by or relating to Upstream Employees and former Upstream Employees who are not MPC Employees or Speedway Employees, shall be retained by Marathon Oil or a member of the MRO Group. Claims and litigation by or relating to Downstream Employees and former Downstream Employees who are not MRO Employees shall be retained by Marathon Petroleum or a member of the MPC Group.

Section 10.2 *Collective Bargaining Agreements* . Marathon Petroleum shall retain or assume all Liability for the collective bargaining agreements of all represented MPC Employees. Marathon Petroleum (acting directly or through a member of the MPC Group) shall take all necessary steps to assume Liability for collective bargaining agreements as well as any Liability for participation under any multi-employer pension plans in which MPC Employees participate.

ARTICLE XI
LEAVES OF ABSENCE, PAID TIME OFF AND PAYROLL

Section 11.1 *Transfer of Employees on Leaves of Absence* . All obligations to Downstream Employees (excluding employees on sick leave who became eligible for long-term disability benefits

prior to April 1, 1998) on a leave of absence of any type on the Distribution Date shall be the responsibility of Marathon Petroleum. All obligations to (i) Upstream Employees on a leave of absence of any type on the Distribution Date and (ii) Downstream Employees on sick leave who became eligible for long-term disability benefits prior to April 1, 1998 shall be the responsibility of Marathon Oil.

Section 11.2 *MPC Leaves of Absence* . Except as otherwise specifically assigned to the MRO Group in this Agreement, Marathon Petroleum shall retain Liability (including Liabilities for associated administrative functions) for all Downstream Employees who have commenced a leave of any type prior to the Distribution Date or on and after the Distribution Date subject to the MPC Group's applicable employment practices and policies including the Marathon Petroleum Sick Benefit Plan, or other paid time-off plan or policy.

Section 11.3 *MRO Leaves of Absence* . Except as otherwise specifically assigned to the MPC Group in this Agreement, Marathon Oil shall retain Liability (including Liabilities for associated administrative functions) for all Upstream Employees who have commenced a leave of any type prior to the Distribution Date or on and after the Distribution Date subject to the MRO Group's applicable employment practices and policies including the Marathon Oil Company Sick Benefit Plan or other paid time off plan or policy.

Section 11.4 *Military Leaves* . Both Parties shall fully comply with all applicable Law applying to leaves granted for military service.

ARTICLE XII
WORKERS' COMPENSATION

Section 12.1 *Treatment of Claims* .

(a) MRO Workers' Compensation Claims. Marathon Oil (acting directly or through a member of the MRO Group) will be responsible for all Liabilities (including Liabilities for associated administrative functions) for workers' compensation claims made by

(i) employees who were Upstream Employees at the time of their compensable injuries and

(ii) all Upstream Employees and Downstream Employees for compensable injuries occurring on or prior to March 31, 1998

(b) MPC Workers' Compensation Claims . Marathon Petroleum (acting directly or through a member of the MPC Group) will be responsible for all Liabilities for all WC Claims (including Liabilities for associated administrative functions), except as provided in Section 12.1(a). To the extent that insurance coverage cannot be assumed by Marathon Petroleum for any such WC Claims, Marathon Petroleum shall indemnify and hold harmless Marathon Oil for any such claims. At a mutually agreed upon date (but not later than the first anniversary of the Distribution Date), an actuarially determined present value of such claims shall be estimated and Marathon Petroleum shall reimburse Marathon Oil that amount.

Section 12.2 *When Workers Compensation Claims Made* . For purposes of this Article XII, WC Claims shall be deemed "made" at the time of the occurrence of the event giving rise to eligibility for workers' compensation benefits.

Section 12.3 *Post-Distribution Date Claims* . All workers' compensation Liabilities relating to, arising out of, or resulting from any claim by an MPC Employee or former Downstream Employee who is not an MRO Employee that results from an accident, incident or event occurring, or from an occupational disease which becomes manifest, on or after the Distribution Date shall be retained by Marathon Petroleum or a member of the MPC Group. All workers' compensation Liabilities relating to, arising out of, or resulting from any claim by an MRO Employee or former Upstream Employee who is not an MPC Employee that results from an accident, incident or event occurring, or from an occupational disease which becomes manifest, on or after the Distribution Date shall be retained by Marathon Oil or a member of the MRO Group.

Section 12.4 *Delayed Transfer Employees* .

(a) All workers' compensation Liabilities relating to, arising out of, or resulting from any claim by a Delayed Transfer Employee transferring from the MPC Group to the MRO Group that results from an accident, incident or event occurring, or from an occupational disease which becomes manifest, before such Delayed Transfer Employee's Transfer Date shall be assumed or retained, as applicable, by Marathon Petroleum or a member of the MPC Group.

(b) All workers' compensation Liabilities relating to, arising out of, or resulting from any claim by a Delayed Transfer Employee transferring from the MRO Group to the MPC Group that results from an accident, incident or event occurring, or from an occupational disease which becomes manifest, before such Delayed Transfer Employee's Transfer Date shall be assumed or retained, as applicable, by Marathon Oil or a member of the MRO Group.

(c) All workers' compensation Liabilities relating to, arising out of, or resulting from any claim by a Delayed Transfer Employee that results from an accident, incident or event occurring, or from an occupational disease which becomes manifest, on or after such Delayed Transfer Employee's Transfer Date shall be retained or assumed, as applicable, by the entity that becomes the new employing entity on the Transfer Date.

Section 12.5 *Collateral* . On and after the Distribution Date, Marathon Petroleum (acting directly or through a member of the MPC Group) shall be responsible for providing all collateral required by insurance carriers in connection with WC Claims for which Liability is allocated to the MPC Group under this Article XII. Marathon Oil (acting directly or through a member of the MRO Group) shall be responsible for providing all collateral required by insurance carriers in connection with WC Claims for which Liability is allocated to the MRO Group under this Article XII.

Section 12.6 *MPC Legacy Policies* . Upon receipt by Marathon Oil of a statement for adjustments to the legacy policies involving Liabilities for which Marathon Petroleum is Liable under Section 12.1, Section 12.3 or Section 12.4, Marathon Oil will submit to Marathon Petroleum a copy of the workers' compensation portion of the statement involving Downstream Employees. If the statement requires an additional premium for the workers' compensation portion, Marathon Petroleum will submit a payment to Marathon Oil for the amount of such required premium, and if the statement provides for a return of premium paid for the workers' compensation portion, Marathon Oil will submit a payment to Marathon Petroleum for the amount of such return of premium.

Section 12.7 *MRO Legacy Policies* . Upon receipt by Marathon Petroleum of a statement for adjustments to the legacy policies involving Liabilities for which Marathon Oil is Liable under Section 12.1, Section 12.3 or Section 12.4, Marathon Petroleum will submit to Marathon Oil a copy of the workers' compensation portion of the statement involving Upstream Employees. If the statement requires an additional premium for the workers' compensation portion, Marathon Oil will submit a payment to

Marathon Petroleum for the amount of such required premium, and if the statement provides for a return of premium paid for the workers' compensation portion, Marathon Petroleum will submit a payment to Marathon Oil for the amount of such return of premium.

Section 12.8 *Notification of Government Authorities* . Marathon Petroleum (acting directly or through a member of the MPC Group) will have responsibility for notifying applicable governmental authorities, as appropriate, of any on-the-job injuries or WC Claims for which a member of the MPC Group is responsible under this Article XII. Marathon Oil (acting directly or through a member of the MRO Group) will have responsibility for notifying applicable Governmental Authorities, as appropriate, of any on-the-job injuries or WC Claims for which a member of the MRO Group is responsible under this Article XII. The Parties will cooperate in providing to each other information needed for these notifications and related filings.

Section 12.9 *Assignment of Contribution Rights* . Marathon Oil will transfer and assign (or will cause another member of the MRO Group to transfer and assign) to Marathon Petroleum or another member of the MPC Group all rights to seek contribution or damages from any applicable third party (such as a third party who aggravates an injury to a worker who makes a WC Claim) with respect to any WC Claim for which any member of the MPC Group is responsible pursuant to this Article XII. Marathon Petroleum will transfer and assign (or will cause another member of the MPC Group to transfer and assign) to Marathon Oil or another member of the MRO Group all rights to seek contribution or damages from any applicable third party (such as a third party who aggravates an injury to a worker who makes a WC Claim) with respect to any WC Claim for which any member of the MRO Group is responsible pursuant to this Article XII.

ARTICLE XIII
INCENTIVE COMPENSATION PLANS

Section 13.1 *Equity Incentive Awards* .

(a) General . This Article XIII sets forth obligations and agreements between the Parties with respect to the treatment of outstanding equity incentive awards under the MRO Stock Plans as of the Effective Time. Notwithstanding anything in this Agreement to the contrary, (i) for purposes of the MRO Stock Plans, Marathon Oil shall treat employment by MPC and each member of the MPC Group as employment by the MRO Group with respect to MRO Vested Options which are held by MPC Employees or Speedway Employees or by Delayed Transfer Employees who transfer from the MRO Group to the MPC Group and (ii) for purposes of the MPC Incentive Compensation Plan, MPC shall treat employment by Marathon Oil and each member of the MRO Group as employment by MPC under the MPC Incentive Compensation Plan with respect to MRO Vested Options which are held by MRO Employees or by Delayed Transfer Employees who transfer from the MPC Group to the MRO Group.

(b) Restriction on Exercisability of Options and SARs and Receipt or Sale of Stock . The Parties acknowledge and agree that blackout periods will be implemented with respect to options to purchase common stock issued by Marathon Oil or by Marathon Petroleum, whether such options are vested or unvested, for administrative reasons in accordance with the terms of the MRO Stock Plans or the MPC Incentive Compensation Plan, or any administrative practices or policies pursuant to which such plans are operated, as applicable. Further, the Parties acknowledge that the ability of holders of Equity Awards to (i) receive shares or common stock issued by Marathon Oil or Marathon Petroleum upon the vesting of an Equity Award other than options or (ii) direct that shares of common stock be sold upon vesting of an Equity Award may be subject to delays or limitations for administrative reasons during such blackout periods.

Section 13.2 *Treatment of Outstanding MRO Unvested Options* .

(a) All Holders Other than MPC Employees and Speedway Employees . Each MRO Unvested Option outstanding under the MRO Stock Plans at the Effective Time which is held by any Person other than an MPC Employee or a Speedway Employee shall remain an option to purchase Marathon Oil common stock issued under the applicable MRO Stock Plan (each such option, a " Remaining MRO Unvested Option "). Except as provided in this Section 13.2(a), each Remaining MRO Unvested Option shall be subject to the same terms and conditions after the Effective Time as the terms and conditions applicable to the corresponding MRO Unvested Option immediately prior to the Effective Time. The exercise price and number of shares subject to each Remaining MRO Unvested Option shall be adjusted by action of the Board of Directors or Marathon Oil under the applicable MRO Stock Plan as follows: (i) the per-share exercise price of each such Remaining MRO Unvested Option shall be equal to the product of (x) the per-share exercise price of the corresponding MRO Unvested Option immediately prior to the Effective Time and (y) the MRO Price Ratio, rounded up or down to the nearest whole cent, with one-half cents being rounded up (the " MRO Adjusted Exercise Price ") and (ii) the number of shares of Marathon Oil common stock subject to each such Remaining MRO Unvested Option shall be equal to the product of (x) the number of shares of Marathon Oil common stock subject to the corresponding MRO Unvested Option immediately prior to the Effective Time and (y) the quotient obtained by dividing (A) the excess of the MRO Pre-Distribution Stock Value over the original exercise price of such MRO Unvested Option by (B) the excess of the MRO Post-Distribution Stock Value over the MRO Adjusted Exercise Price, with any fractional share rounded down to the nearest whole share.

(b) MPC Employees and Speedway Employees . Each MRO Unvested Option outstanding under the MRO Stock Plans which is held by an MPC Employee or Speedway Employee at the Effective Time shall be converted as of the Effective Time into an option to purchase shares of Marathon Petroleum common stock (each such option, an " MPC Unvested Option ") pursuant to the terms of the MPC Incentive Compensation Plan subject to terms and conditions after the Effective Time that are substantially similar to the terms and conditions applicable to the corresponding MRO Unvested Option immediately prior to the Effective Time, except as provided in this Section 13.2(b). The exercise price and number of shares subject to such MPC Unvested Option shall be determined as follows: (i) the per-share exercise price of each such MPC Unvested Option shall be equal to the product of (x) the per-share exercise price of the corresponding MRO Unvested Option immediately prior to the Effective Time and (y) the MPC Price Ratio, rounded up or down to the nearest whole cent, with one-half cents being rounded up (the " MPC Adjusted Exercise Price ") and (ii) the number of shares of Marathon Petroleum common stock subject to each such MPC Unvested Option shall be equal to the product of (x) the number of shares of Marathon Oil common stock subject to the corresponding MRO Unvested Option immediately prior to the Effective Time and (y) the quotient obtained by dividing (A) the excess of the MRO Pre-Distribution Stock Value over the original exercise price of such MRO Unvested Option by (B) the excess of the MPC Stock Value over the MPC Adjusted Exercise Price, with any fractional share rounded down to the nearest whole share.

(c) Delayed Transfer Employees .

(i) Each MRO Unvested Option held by a Delayed Transfer Employee who is an MRO Employee shall be adjusted under Section 13.2(a) on the same basis as any other MRO Unvested Option. Each MRO Unvested Option held by a Delayed Transfer Employee who is an MPC Employee shall be adjusted under Section 13.2(b) on the same basis as any other MRO Unvested Option held by other MPC Employees.

(ii) Each Remaining MRO Unvested Option outstanding under the MRO Stock Plans held by a Delayed Transfer Employee who transfers from the MRO Group to the MPC Group

shall be converted as of such Transfer Date into an option to purchase shares of Marathon Petroleum common stock (each such option, a " Delayed Transfer MPC Option ") pursuant to the terms of the MPC Incentive Compensation Plan and shall be subject to terms and conditions after such Delayed Transfer Employee's Transfer Date that are substantially similar to the terms and conditions applicable to the corresponding Remaining MRO Unvested Option immediately prior to such Delayed Transfer Employee's Transfer Date, except as provided in this Section 13.2(c)(ii). The exercise price and number of shares subject to such Delayed Transfer MPC Option shall be determined as follows: (A) the per-share exercise price of each such Delayed Transfer MPC Option shall be equal to the product of (x) the per-share exercise price of the corresponding Remaining MRO Unvested Option immediately prior to such Delayed Transfer Employee's Transfer Date and (y) the MPC Delayed Price Ratio, rounded up or down to the nearest whole cent with one-half cents being rounded up and (B) the number of shares of Marathon Petroleum common stock subject to each such Delayed Transfer MPC Option shall be equal to the product of (x) the number of shares of Marathon Oil common stock subject to the corresponding Remaining MRO Unvested Option immediately prior to such Delayed Transfer Employee's Transfer Date and (y) the quotient obtained by dividing (I) the excess of the mean average of the high and low NYSE consolidated transactions system trading prices of Marathon Oil common stock on the last Trading Day on the NYSE immediately before such Delayed Transfer Employee's Transfer Date over the exercise price of the Remaining MRO Unvested Option by (II) the excess of the mean average of the high and low NYSE consolidated transactions system trading prices of Marathon Petroleum common stock on the last Trading Day on the NYSE immediately before such Delayed Transfer Employee's Transfer Date over the exercise price for the Delayed Transfer MPC Option, as determined under clause (A) of this Section 13.2(c)(ii), with fractional shares rounded down to the nearest whole share.

(iii) Each MPC Unvested Option outstanding under the MPC Incentive Compensation Plan held by a Delayed Transfer Employee who transfers from the MPC Group to the MRO Group shall be converted as of such Transfer Date into an option to purchase shares of Marathon Oil common stock (each such option, a " Delayed Transfer MRO Option ") pursuant to the terms of the Marathon Oil Corporation 2007 Incentive Compensation Plan and shall be subject to terms and conditions after such Delayed Transfer Employee's Transfer Date that are substantially similar to (to the extent practicable) the terms and conditions applicable to the corresponding MPC Unvested Option immediately prior to such Delayed Transfer Employee's Transfer Date, except as provided in this Section 13.2(c)(iii). The exercise price and number of shares subject to such Delayed Transfer MRO Option shall be determined as follows: (A) the per-share exercise price of each such Delayed Transfer MRO Option shall be equal to the product of (x) the per-share exercise price of the corresponding MPC Unvested Option immediately prior to such Delayed Transfer Employee's Transfer Date and (y) the MRO Delayed Price Ratio, rounded up or down to the nearest whole cent with one-half cents being rounded up and (B) the number of shares of Marathon Oil common stock subject to each such Delayed Transfer MRO Option shall be equal to the product of (x) the number of shares of Marathon Petroleum common stock subject to the corresponding MPC Unvested Option immediately prior to such Delayed Transfer Employee's Transfer Date and (y) the quotient obtained by dividing (I) the excess of the mean average of the high and low NYSE consolidated transactions system trading prices of Marathon Petroleum common stock on the last Trading Day on the NYSE immediately before such Delayed Transfer Employee's Transfer Date over the exercise price of the MPC Unvested Option by (II) the excess of the mean average of the high and low NYSE consolidated transactions system trading prices of Marathon Oil common stock on the last Trading Day on the NYSE immediately before such Delayed Transfer Employee's Transfer Date over the exercise price for the Delayed Transfer MRO Option, as determined under clause (A) of this Section 13.2(c)(iii), with fractional shares rounded down to the nearest whole share.

Section 13.3 *Treatment of Outstanding Vested Options* .

(a) Subject to Section 13.3(b), each MRO Vested Option shall be adjusted as of the Effective Time such that the holder of such MRO Vested Option shall, immediately following the Effective Time, hold an adjusted vested option to purchase Marathon Oil common stock (a " Remaining MRO Vested Option ") and a vested option to purchase Marathon Petroleum common stock (an " MPC Vested Option "). Except as provided in this Section 13.3(a), each Remaining MRO Vested Option and each MPC Vested Option shall be subject to substantially the same terms and conditions after the Effective Time as the terms and conditions applicable to the corresponding MRO Vested Option immediately prior to the Effective Time, and (i) the per-share exercise price of each such Remaining MRO Vested Option shall be the MRO Adjusted Exercise Price (ii) the number of shares of Marathon Oil common stock subject to each such Remaining MRO Vested Option shall be equal to the quotient obtained by dividing (x) the Pre-Distribution Spread by (y) the sum of (A) the excess of the MRO Post-Distribution Stock Value over the MRO Adjusted Exercise Price plus (B) one half the excess of the MPC Post-Distribution Stock Value over the MPC Adjusted Exercise Price. The per-share exercise price of each such MPC Vested Option shall be the MPC Adjusted Exercise Price, and the number of shares of Marathon Petroleum common stock subject to each such MPC Vested Option shall be equal to one half the number of shares subject to the corresponding Remaining MRO Vested Option, with fractional shares rounded down to the nearest whole share.

(b) Any MRO Vested Option that is held by an MRO Employee to whom MPC common stock registered on Form S-8 cannot be issued shall be converted as provided in Section 13.2(a), rather than as provided in this Section 13.3. Any MRO Vested Option that is held by an MPC Employee to whom MRO common stock registered on Form S-8 cannot be issued shall be converted as provided in Section 13.2(b), rather than as provided in this Section 13.3.

Section 13.4 *Treatment of Outstanding Vested Stock Appreciation Rights* . Each MRO SAR shall be adjusted as of the Effective Time such that the holder of such MRO SAR shall, immediately following the Effective Time, hold an adjusted stock appreciation right with respect to Marathon Oil common stock (a " Remaining MRO SAR ") and a stock appreciation right with respect to Marathon Petroleum common stock (an " MPC SAR "). Except as provided in this Section 13.4, each Remaining MRO SAR and each MPC SAR shall be subject to substantially the same terms and conditions after the Effective Time as the terms and conditions applicable to the corresponding MRO SAR immediately prior to the Effective Time, and (i) the per-share exercise price of each such Remaining MRO SAR shall be the MRO Adjusted Exercise Price (ii) the number of shares of Marathon Oil common stock subject to each such Remaining MRO SAR shall be equal to the quotient obtained by dividing (x) the Pre-Distribution Spread by (y) the sum of (A) the excess of the MRO Post-Distribution Stock Value over the MRO Adjusted Exercise Price plus (B) one half the excess of the MPC Post-Distribution Stock Value over the MPC Adjusted Exercise Price, with any fractional share rounded down to the nearest whole share. The per-share exercise price of each such MPC SAR shall be the MPC Adjusted Exercise Price, and the number of shares of Marathon Petroleum common stock subject to each such MPC SAR shall be equal to one half the number of shares subject to the corresponding Remaining MRO SAR, with any fractional share rounded down to the nearest whole share.

Section 13.5 *Treatment of Outstanding Restricted Stock* .

(a) All Holders of Restricted Stock Other Than MPC Employees and Speedway Employees . MRO Restricted Stock which is held by any Person other than an MPC Employee or Speedway Employee immediately following the Effective Time shall be adjusted by multiplying the number of shares of MRO Restricted Stock subject to each grant by the MRO Share Ratio. If the resulting product includes a fractional share, the number of shares of MRO Restricted Stock shall be rounded down to the nearest

whole share or maintained as fractional shares. The terms and conditions to which MRO Restricted Stock is subject shall be substantially the same both immediately prior to the Distribution and following the Distribution.

(b) MPC Employees and Speedway Employees . MRO Restricted Stock which is held by an MPC Employee or Speedway Employee immediately following the Effective Time shall be replaced with an award of a number of shares of restricted stock of MPC (" MPC Restricted Stock ") determined by multiplying the number of shares of MRO Restricted Stock subject to each grant by the MPC Share Ratio. If the resulting product includes a fractional share, the number of shares of MPC Restricted Stock shall be rounded down to the nearest whole share or maintained as fractional shares. MPC Restricted Stock shall be subject to substantially the same terms and conditions after the Distribution as the terms and conditions applicable to the corresponding MRO Restricted Stock grant immediately prior to the Distribution.

(c) Delayed Transfer Employees .

(i) MRO Restricted Stock held by a Delayed Transfer Employee who is employed by MPC or Speedway immediately following the Effective Time shall be adjusted under Section 13.5(a) on the same basis as any other MRO Restricted Stock held by any other MPC Employee or Speedway Employee. MRO Restricted Stock held by a Delayed Transfer Employee who is employed by MRO immediately following the Effective Time shall be adjusted under Section 13.5 on the same basis as any other MRO Restricted Stock held by an individual who is not an MPC Employee or Speedway Employee.

(ii) MRO Restricted Stock held by a Delayed Transfer Employee who transfers from the MRO Group to the MPC Group shall be converted as of such Delayed Transfer Employee's Transfer Date into MPC Restricted Stock (such stock, " Delayed Transfer MPC Restricted Stock "). Delayed Transfer MPC Restricted Stock shall be issued pursuant to the terms of the MPC 2011 Incentive Compensation Plan and shall be subject to terms and conditions after the holder's Transfer Date that are substantially similar to the terms and conditions applicable to the corresponding MRO Restricted Stock grant immediately prior to such Delayed Transfer Employee's Transfer Date, except as provided in this Section 13.5(c)(ii). The number of shares of Delayed Transfer MPC Restricted stock subject to each grant shall be determined by multiplying (A) the number of shares of MRO Restricted Stock subject to each grant by (B) the MPC Delayed Share Ratio. Any fractional shares which result from such calculation shall be shall be rounded down to the nearest whole share or maintained as fractional shares.

(iii) MPC Restricted Stock held by a Delayed Transfer Employee who transfers from the MPC Group to the MRO Group shall be converted as of such Delayed Transfer Employee's Transfer Date into MRO Restricted Stock (such stock, " Delayed Transfer MRO Restricted Stock "). Delayed Transfer MRO Restricted Stock shall be issued pursuant to the terms of the Marathon Oil Corporation 2007 Incentive Compensation Plan and shall be subject to terms and conditions after the holder's Transfer Date that are substantially similar to the terms and conditions applicable to the corresponding MPC Restricted Stock grant immediately prior to such Delayed Transfer Employee's Transfer Date, except as provided in this Section 13.5(c)(iii). The number of shares of Delayed Transfer MRO Restricted stock subject to each grant shall be determined by multiplying (A) the number of shares of MPC Restricted Stock subject to each grant by (B) the MRO Delayed Share Ratio. Any fractional shares which result from such calculation shall be shall be rounded down to the nearest whole shareor maintained as fractional shares.

Section 13.6 *Treatment of Outstanding Restricted Stock Units* .

(a) All Holders of MRO RSUs Other Than Downstream Employees and MPC Non-Employee Directors . MRO RSUs which are held by any Person other than an MPC Employee, a Speedway Employee or a nonemployee director who will serve as a nonemployee director of MPC immediately following the Effective Time shall be adjusted by multiplying the number of MRO RSUs subject to each grant by the MRO Share Ratio. If the resulting product includes a fractional unit, the number of MRO RSUs shall be rounded down to the nearest whole unit or maintained as fractional units. The other terms and conditions to which each MRO RSU is subject shall be substantially similar both immediately prior to and following the Effective Time.

(b) Downstream Employees and MPC Non-Employee Directors . MRO RSUs which are held by an MPC Employee, Speedway Employee or a nonemployee director who will serve as a director of MPC immediately following the Effective Time shall be converted into restricted stock units of MPC (" MPC RSUs ") by multiplying the number of MRO RSUs subject to each grant by the MPC Share Ratio. If the resulting product includes a fractional unit, the number of MPC RSUs shall be rounded down to the nearest whole unit or maintained as fractional units. MPC RSUs shall otherwise be subject to substantially the same terms and conditions after the Effective Time as the terms and conditions applicable to the corresponding MRO RSUs immediately prior to the Effective Time.

Section 13.7 *Liabilities for Settlement of Awards* .

Except as provided in Section 13.10 regarding Tax Withholding and Reporting for Equity-Based Awards:

(a) Settlement of MRO Options . Marathon Oil shall be responsible for all Liabilities associated with MRO Options (regardless of the holder of such awards) including any option exercise, share delivery, registration or other obligations related to the exercise of the MRO Options.

(b) Settlement of MPC Options . Marathon Petroleum shall be responsible for all Liabilities associated with MPC Options (regardless of the holder of such awards) including any option exercise, share delivery, registration or other obligations related to the exercise of the MPC Options.

(c) Settlement of MRO SARs . Marathon Oil shall be responsible for all Liabilities associated with MRO SARs (regardless of the holder of such awards) including any stock appreciation right exercise, share delivery, registration or other obligations related to the exercise of the MRO SARs.

(d) Settlement of MPC SARs . Marathon Petroleum shall be responsible for all Liabilities associated with MPC SARs (regardless of the holder of such awards) including any stock appreciation right exercise, share delivery, registration or other obligations related to the exercise of the MPC SARs.

(e) Settlement of Outstanding MRO Restricted Stock . Marathon Oil shall be responsible for all Liabilities associated with MRO Restricted Stock including any share delivery, registration or other obligations related to the settlement of the MRO Restricted Stock awards.

(f) Settlement of Outstanding MPC Restricted Stock . Marathon Petroleum shall be responsible for all Liabilities associated with MPC Restricted Stock including any share delivery, registration or other obligations related to the settlement of the MPC Restricted Stock awards.

(g) Settlement of Outstanding MRO RSUs . Marathon Oil shall be responsible for all Liabilities associated with MRO RSUs, including any share delivery, registration or other obligations related to the settlement of MRO RSUs.

(h) Settlement of Outstanding MPC RSUs . Marathon Petroleum shall be responsible for all Liabilities associated with MPC RSUs, including any share delivery, registration or other obligations related to the settlement of the MPC RSUs.

Section 13.8 *SEC Registration* . The Parties mutually agree to use commercially reasonable efforts to maintain effective registration statements with the SEC with respect to the long-term incentive awards described in this Article XIII, to the extent any such registration statement is required by applicable Law. Marathon Oil shall be responsible for taking all appropriate action to continue to maintain and administer the MRO Stock Plans and the awards granted thereunder so that they comply with applicable Law, including continued compliance with, and qualification under, Section 16 of the Securities Exchange Act of 1934 and the registration requirements under the Securities Act of 1933. Marathon Petroleum shall be responsible for taking all appropriate action (a) to adopt and administer the MPC Incentive Compensation Plan and the awards granted thereunder (including by way of conversion pursuant to this Article XIII) so that it and they comply with applicable Law, including compliance with, and qualification under, Section 16 of the Securities Exchange Act of 1934, and (b) to register the shares for issuance under the MPC Incentive Compensation Plan or any other equity-based plan of Marathon Petroleum (including shares acquired by conversion pursuant to this Article XIII), including the filing of a registration statement on an appropriate form with the U.S. Securities and Exchange Commission.

Section 13.9 *Employee Grants* . The MPC Committee or the Board of Directors of Marathon Petroleum shall have full discretion to grant options to purchase Marathon Petroleum common stock, award restricted stock or restricted stock units of Marathon Petroleum or grant other forms of compensation that are derived from the value of the equity of Marathon Petroleum, provided that the exercise of such discretion does not cause a materially adverse tax or accounting effect on Marathon Oil or any member of the MRO Group. The MRO Committee shall have full discretion to grant options to purchase Marathon Oil common stock, award restricted stock or restricted stock units of Marathon Oil or grant other forms of compensation that are derived from the value of the equity of Marathon Oil, provided that the exercise of such discretion does not cause a materially adverse tax or accounting effect on Marathon Petroleum or any member of the MPC Group.

Section 13.10 *Tax Reporting and Withholding for Equity-Based Awards* . Marathon Oil (or one of its Subsidiaries) will be responsible for all income, payroll or other tax reporting related to income of MRO Employees from equity-based awards, and Marathon Petroleum (or one of its Subsidiaries) will be responsible for all income, payroll or other tax reporting related to income of MPC Employees and Speedway Employees from equity-based awards. Similarly, Marathon Oil will be responsible for all income, payroll or other tax reporting related to income of its non-employee directors from equity-based awards, and Marathon Petroleum will be responsible for all income, payroll or other tax reporting related to income of its non-employee directors from equity-based awards. Further, Marathon Oil (or one of its Subsidiaries) shall be responsible for remitting applicable tax withholdings for MRO Employees to each applicable taxing authority, and Marathon Petroleum (or one of its Subsidiaries) shall be responsible for remitting applicable tax withholdings for MPC Employees or Speedway Employees to each applicable taxing authority; provided, however, that either Marathon Oil or Marathon Petroleum shall act as agent for the other company by remitting amounts withheld in the form of shares or in conjunction with an exercise transaction to an appropriate taxing authority. Marathon Oil and Marathon Petroleum will communicate with each other and with third-party providers to effectuate withholding and remittance of taxes, as well as required tax reporting, in a timely, efficient and appropriate manner.

ARTICLE XIV
SEVERANCE BENEFITS

Section 14.1 *Termination Allowance Plans* . Marathon Oil (acting directly or through a member of the MRO Group) and Marathon Petroleum (acting directly or through a member of the MPC Group) shall maintain comparable severance arrangements through respective Termination Allowance Plans. Such plans shall remain comparable until December 31, 2011. Marathon Oil (acting directly or through a member of the MRO Group) shall be responsible for eligible payments under its severance arrangements made on and after the Distribution Date, and Marathon Petroleum (acting directly or through a member of the MPC Group) shall be responsible for eligible payments under its severance arrangements made on and after the Distribution Date.

ARTICLE XV
INDEMNIFICATION

The obligations of Marathon Oil under this Agreement shall be deemed to be Marathon Oil Liabilities, as defined in the Distribution Agreement, and the obligations of Marathon Petroleum under this Agreement shall be deemed to be Marathon Petroleum Liabilities under the Distribution Agreement.

ARTICLE XVI
GENERAL AND ADMINISTRATIVE

Section 16.1 *Sharing of Information* . Subject to any limitations imposed by applicable Law, Marathon Oil and Marathon Petroleum (acting directly or through members of the MRO Group or MPC Group, respectively) shall provide to the other and their respective agents and vendors all Information relevant to the performance of the Parties under this Agreement, in accordance with Article XIII of the Distribution Agreement. The Parties also hereby agree to enter into any business associate agreements that may be required for the sharing of any Information pursuant to this Agreement to comply with the requirements of HIPAA.

Section 16.2 *Transfer of Personnel Records and Authorizations* .

(a) Subject to any limitations imposed by applicable Law, on the Distribution Date, Marathon Oil shall transfer and assign to Marathon Petroleum all personnel records, all immigration documents, including I-9 forms and work authorizations, all payroll deduction authorizations and elections, whether voluntary or mandated by Law, including but not limited to W-4 forms and deductions for benefits such as insurance, MRO and Marathon Petroleum Reimbursement Accounts Plans, Retirement and Thrift Plans, charitable giving, and purchases at the cafeterias, and all absence management records, Family and Medical Leave Act records, insurance beneficiary designations, Flexible Spending Account enrollment confirmations, attendance, and return to work information (“ Benefit Management Records ”) relating to MPC Participants. Marathon Oil shall transfer and assign to MPC all personnel records, immigration documents, payroll forms and benefit management records relating to Delayed Transfer Employees on the Transfer Date for each Delayed Transfer Employee. Subject to any limitations imposed by applicable Law, Marathon Oil, however, may retain originals of, copies of, or access to personnel Records, immigration records, payroll forms and Benefit Management Records as long as necessary to provide services to Marathon Petroleum (acting or on its behalf pursuant to the Transition Services Agreement between the Parties entered into as of the date of this Agreement. Immigration Records will, if and as appropriate, become a part of Marathon Petroleum’s public access file. Marathon Petroleum will use personnel records, payroll forms and benefit management records for lawful purposes only, including calculation of withholdings from wages and personnel management. It is understood that following the Distribution Date Marathon Oil records may be maintained by Marathon

Petroleum (acting directly or through one of its Subsidiaries) pursuant to Marathon Petroleum's applicable records retention policy.

(b) Subject to any limitations imposed by applicable Law, on the Distribution Date, Marathon Petroleum shall transfer and assign to Marathon Oil all personnel records, all immigration documents, including I-9 forms and work authorizations, all payroll deduction authorizations and elections, whether voluntary or mandated by Law, including but not limited to W-4 forms and deductions for benefits such as insurance, and Benefit Management Records relating to MRO Participants. Subject to any limitations imposed by applicable Law, Marathon Petroleum shall transfer and assign to Marathon Oil all personnel records, immigration documents, payroll forms and benefit management records relating to Delayed Transfer Employees on the Transfer Date for each Delayed Transfer Employee. Marathon Petroleum, however, may retain originals of, copies of, or access to personnel Records, immigration records, payroll forms and Benefit Management Records as long as necessary to provide services to Marathon Oil (acting or on its behalf pursuant to the Transition Services Agreement entered into by the Parties as of the date of this Agreement). Immigration Records will, if and as appropriate, become a part of Marathon Oil's public access file. Marathon Petroleum will use personnel records, payroll forms and benefit management records for lawful purposes only, including calculation of withholdings from wages and personnel management. It is understood that following the Distribution Date, Marathon Petroleum records may be maintained by Marathon Oil (acting directly or through one of its Subsidiaries) pursuant to Marathon Oil's applicable records retention policy.

(c) As part of a spin-off of any MRO Welfare Plans, all information on file with a third-party administrator (including all information required to process claims and provide benefits under the applicable Welfare Plans) shall be transferred to the third-party administrator of the analogous MPC Welfare Plans, unless prohibited by applicable Law.

Section 16.3 *Reasonable Efforts/Cooperation* . Each of the Parties will use its commercially reasonable efforts to promptly take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate the transactions contemplated by this Agreement. The provisions of Section 14.8 of the Distribution Agreement shall apply to any action or third party claim to which an employee, director, member or Benefit Plan of the MRO Group or MPC Group is involved to the extent that such action or third-party claim relates to this Agreement or any such Benefit Plan.

Section 16.4 *Employer Rights* . Nothing in this Agreement shall prohibit Marathon Petroleum or any other member of the MPC Group from amending, modifying or terminating any MPC Benefit Plan, at any time within its sole discretion provided that any such amendment, modification or termination shall not relieve Marathon Petroleum from any obligation herein and shall comply with any applicable requirements of the Tax Sharing Agreement. Nothing in this Agreement shall prohibit Marathon Oil or any member of the MRO Group from amending, modifying or terminating any MRO Benefit Plan, at any time within its sole discretion provided that any such amendment, modification or termination shall not relieve Marathon Oil from any obligation herein and shall comply with any applicable requirements of the Tax Sharing Agreement. Nothing in this Agreement modifies any Benefit Plans intended to be qualified arrangements under Section 401(a) of the Code.

Section 16.5 *Consent of Third Parties* . If any provision of this Agreement is dependent on the consent of any third party and such consent is withheld, the Parties shall use their commercially reasonable efforts to implement the applicable provisions of this Agreement to the fullest extent practicable. If any provision of this Agreement cannot be implemented due to the failure to obtain any such third-party consent, the Parties shall negotiate in good faith to implement the provision in a mutually satisfactory manner; provided, however, neither Party shall have any obligation under this Agreement to

the other Party to obtain a novation with respect to obligations which a Party might have with respect to any MPC Participant or MRO Participant.

Section 16.6 *Not a Change in Control* . The Parties acknowledge and agree that the transactions contemplated by the Distribution Agreement and this Agreement do not constitute a "change in control" for purposes of any MRO Benefit Plan or arrangement or any MPC Benefit Plan or other arrangement.

ARTICLE XVII
MISCELLANEOUS

Section 17.1 *Effect if Distribution Does Not Occur* . Notwithstanding anything in this Agreement to the contrary, if the Distribution Agreement is terminated prior to the Distribution Date, then all actions and events that are, under this Agreement, to be taken or occur effective immediately prior to, as of or following the Distribution Date, or otherwise in connection with the Distribution, shall not be taken or occur except to the extent specifically agreed to in writing by Marathon Oil and Marathon Petroleum, and neither Party shall have any Liabilities to the other Party under this Agreement.

Section 17.2 *Ashland Asset Transfer and Contribution Agreement Liabilities* . Marathon Oil assigns to Marathon Petroleum all Liabilities for any and all Benefit Plans arising under the indemnification provisions of the Ashland Asset Transfer and Contribution Agreement among Marathon Oil Company, Ashland Inc. and Marathon Ashland Petroleum Company LLC dated as of December 12, 1997 or any of the Transaction Documents referred to therein (collectively, the "ATCA"). In addition, Marathon Petroleum shall indemnify, defend and hold Marathon Oil harmless for indemnity obligations created by the ATCA relating to Benefit Plan Liabilities.

Section 17.3 *Entire Agreement* . This Agreement, including the Schedules hereto and the sections of the Distribution Agreement referenced herein, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, discussions, understandings and commitments, written or oral, between the Parties with respect to such subject matter.

Section 17.4 *Choice of Law* . THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION OR RULE THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Section 17.5 *Amendment* . This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of Marathon Oil and Marathon Petroleum.

Section 17.6 *Waiver* . Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently given for the purposes of this Agreement if, as to either Party, it is in writing signed by an authorized representative of such Party. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, or in any way to affect the validity of this Agreement or any part hereof or the right of either Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Section 17.7 *Partial Invalidity* . Wherever possible, each provision hereof shall be interpreted in such a manner as to be effective and valid under applicable Law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 17.8 *Execution in Counterparts* . This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties.

Section 17.9 *Successors and Assigns* . This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns; provided, however, that the rights and obligations of either Party under this Agreement shall not be assignable by such Party without the prior written consent of the other Party. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, liquidation (including successive mergers or liquidations) or otherwise).

Section 17.10 *No Third Party Beneficiaries* . The provisions of this Agreement are solely for the benefit of the Parties and their respective Affiliates, successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or Persons any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement, including any MPC Participant and any MRO Participant. Furthermore, nothing in this Agreement is intended (i) to confer upon any employee or former employee of MRO, MPC or any member of the MRO Group or MPC Group any right to continued employment, or any recall or similar rights to an individual on layoff or any type of approved leave, or (ii) to be construed to relieve any insurance company of any responsibility for any employee benefit under any Benefit Plan or any other Liability. Nothing in this Agreement is intended as an amendment to any Benefit Plan or employment practice.

Section 17.11 *Notices* . All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when delivered or mailed in accordance with the provisions of Section 14.9 of the Distribution Agreement.

Section 17.12 *Performance* . Each of Marathon Oil and MPC shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed indirectly by such Party or by the MRO Group or the MPC Group, respectively.

Section 17.13 *Limited Liability* . Notwithstanding any other provision of this Agreement, no individual who is a stockholder, director, employee, officer, agent or representative of Marathon Petroleum or Marathon Oil, in such individual’s capacity as such, shall have any Liability in respect of or relating to the covenants or obligations of such Party under this Agreement and, to the fullest extent legally permissible, each of Marathon Petroleum and Marathon Oil, for itself and its respective stockholders, directors, employees, officers and Affiliates, waives and agrees not to seek to assert or enforce any such Liability that any such Person otherwise might have pursuant to applicable Law.

Section 17.14 *Dispute Resolution* . The Parties agree that any dispute, controversy or claim between them with respect to the matters covered hereby shall be governed by and resolved in accordance with the procedures set forth in Article XII of the Distribution Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first above written.

MARATHON OIL CORPORATION

By: _____
Name:
Title:

MARATHON PETROLEUM CORPORATION

By: _____
Name:
Title:

Exhibit 10.3

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT is made as of [•], 2011 by and between Marathon Oil Corporation, a Delaware corporation (" Marathon Oil "), and Marathon Petroleum Corporation, a Delaware corporation (" Marathon Petroleum ").

WHEREAS, Marathon Oil, through its Subsidiaries (other than Marathon Petroleum and its Subsidiaries), is engaged in the businesses of crude oil and natural gas exploration and production, integrated natural gas, and oil sands mining (collectively, the " Marathon Oil Business ");

WHEREAS, Marathon Petroleum, through its Subsidiaries, is engaged in the business of petroleum refining, marketing and transportation (the " Marathon Petroleum Business ");

WHEREAS, the Board of Directors of Marathon Oil has determined that it would be advisable and in the best interests of Marathon Oil and its stockholders for Marathon Oil to distribute on a pro rata basis to the holders of Marathon Oil's common stock all of the outstanding shares of Marathon Petroleum common stock owned by Marathon Oil (the " Distribution ");

WHEREAS, Marathon Oil and Marathon Petroleum have entered into a Separation and Distribution Agreement dated as of the date hereof (the " Distribution Agreement " **)** in order to carry out, effect and consummate the foregoing transactions;

WHEREAS, to facilitate the transactions described above, Marathon Oil and Marathon Petroleum deem it to be appropriate and in the best interests of Marathon Oil and Marathon Petroleum that Marathon Oil provide certain Services to Marathon Petroleum and Marathon Petroleum provide certain Services to Marathon Oil, on the terms and conditions set forth herein; and

WHEREAS, it is the intent of the Parties that the Services be provided at cost, and therefore the Fees set forth on Annex B and Annex C were calculated to reflect costs.

NOW, THEREFORE, in consideration of the forgoing and the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions . Unless otherwise defined herein, each capitalized term shall have the meaning specified for such term in the Distribution Agreement. As used in this Agreement:

(a) " Additional Services " means the Additional Marathon Oil Services (as defined in Section 3.2(a)) or the Additional Marathon Petroleum Services (as defined in Section 3.2(b)), individually, or the Additional Marathon Oil Services and the Additional Marathon Petroleum Services, collectively, as the context may indicate. Any Additional Services provided pursuant to this Agreement shall be deemed to be "Services" under this Agreement.

(b) " Agreement " means this Transition Services Agreement together with those portions of the Distribution Agreement referenced herein and all Annexes attached hereto and incorporated herein by this reference and all amendments, modifications and changes hereto and thereto.

(c) " Authorized Representative " means, for each Party, any of the individuals listed on Annex A under the name of such Party.

(d) " Availed Party " has the meaning set forth in Section 8.2(a) of this Agreement.

(e) " Fees " for a particular Service shall be as set forth on Annex B or Annex C , as the case may be.

(f) " Marathon Oil Services " means the Services generally described on Annex B and any other Service provided by Marathon Oil or any of its Subsidiaries pursuant to this Agreement.

(g) " Marathon Petroleum Services " means the Services generally described on Annex C and any other Service provided by Marathon Petroleum or any of its Subsidiaries pursuant to this Agreement.

(h) " Partial Termination " has the meaning set forth in Section 3.3(a) of this Agreement.

(i) " Party " means Marathon Oil or Marathon Petroleum, as applicable. "Parties" means Marathon Oil and Marathon Petroleum.

(j) " Security Regulations " has the meaning set forth in Section 8.2(a) of this Agreement.

(k) " Services " means the Marathon Oil Services or the Marathon Petroleum Services, individually, or the Marathon Oil Services and the Marathon Petroleum Services, collectively, as the context may indicate.

(l) " Systems " has the meaning set forth in Section 8.2(a) of this Agreement.

Section 1.2 Interpretation . (a) In this Agreement, unless the context clearly indicates otherwise:

(i) words used in the singular include the plural and words used in the plural include the singular;

(ii) references to any Person include such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and a reference to such Person's "Subsidiaries" shall be deemed to mean such Person's Subsidiaries following the Distribution;

(iii) any reference to any gender includes the other gender and the neuter;

(iv) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation";

(v) the words "shall" and "will" are used interchangeably and have the same meaning;

(vi) the word "or" shall have the inclusive meaning represented by the phrase "and/or";

(vii) any reference to any Article, Section or Annex means such Article or Section of, or such Annex to, this Agreement, as the case may be, and references in any Section or definition to any clause means such clause of such Section or definition;

(viii) the words "herein," "hereunder," "hereof," "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision of this Agreement;

(ix) any reference to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement;

(x) any reference to any law (including statutes and ordinances) means such law (including all rules and regulations promulgated thereunder) as amended, modified, codified or reenacted, in whole or in part, and in effect at the time of determining compliance or applicability;

(xi) relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding" and "through" means "through and including";

(xii) accounting terms used herein shall have the meanings historically ascribed to them by Marathon Oil and its Subsidiaries, including Marathon Petroleum and its Subsidiaries, in its and their internal accounting and financial policies and procedures in effect as of the date of this Agreement;

(xiii) if there is any conflict between the provisions of the Distribution Agreement and this Agreement, the provisions of this Agreement shall control with respect to the subject matter hereof; if there is any conflict between the provisions of the main body of this Agreement and the Annexes hereto, the provisions of the main body of this Agreement shall control unless explicitly stated otherwise in such Annex;

(xiv) the titles to Articles and headings of Sections contained in this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Agreement;

(xv) any portion of this Agreement obligating a Party to take any action or refrain from taking any action, as the case may be, shall mean that such Party shall also be obligated to cause its relevant Subsidiaries to take such action or refrain from taking such action, as the case may be (and, accordingly, if Services are provided by Subsidiaries of Marathon Oil, references to "Marathon Oil" shall be deemed to be references to such Subsidiaries which provide the Services under this Agreement; if Services are provided by Subsidiaries of Marathon Petroleum, references to "Marathon Petroleum" shall be deemed to be references to such Subsidiaries which provide the Services under this Agreement);

(xvi) unless otherwise specified in this Agreement, all references to dollar amounts herein shall be in respect of lawful currency of the United States; and

(xvii) the language of this Agreement shall be deemed to be the language the Parties hereto have chosen to express their mutual intent, and no rule of strict construction shall be applied against either Party.

ARTICLE II
TERM

Section 2.1 Term . The term of this Agreement shall commence on the Distribution Date and end on the first anniversary of the Distribution Date (the " Term ").

ARTICLE III
PERFORMANCE OF SERVICES

Section 3.1 General . (a) During the Term, and subject to the terms and conditions of this Agreement, Marathon Oil will use commercially reasonable efforts to provide, or cause to be provided, the Marathon Oil Services to Marathon Petroleum and its Subsidiaries. Unless specifically provided to the contrary on Annex B (including any performance standards set forth therein), all Marathon Oil Services provided pursuant to this Agreement shall be performed or provided, as applicable: (i) with the use of reasonable care; (ii) consistent with this Agreement and in substantially the same manner (including as to level, quality and timeliness) as such Services have been provided to the Marathon Petroleum Business by the Marathon Oil Parties on or prior to the Distribution Date (except to the extent that such level of care and diligence will be reduced by reason of the fact that Marathon Oil is not providing executive management services to Marathon Petroleum and its Subsidiaries from and after the Distribution Date); (iii) in material compliance with applicable laws, rules and regulations; and (iv) with substantially the same priority under comparable circumstances as it provides such services to itself and its Subsidiaries.

(b) During the Term, and subject to the terms and conditions of this Agreement, Marathon Petroleum will use commercially reasonable efforts to provide, or cause to be provided, the Marathon Petroleum Services to Marathon Oil and its Subsidiaries. Unless specifically provided to the contrary on Annex C (including any performance standards set forth therein), all Marathon Petroleum Services provided pursuant to this Agreement shall be performed or provided, as applicable: (i) with the use of reasonable care; (ii) consistent with this Agreement and in substantially the same manner (including as to level, quality and timeliness) as such Services have been provided to the Marathon Oil Business by the Marathon Petroleum Parties on or prior to the Distribution Date; (iii) in material compliance with applicable laws, rules and regulations; and (iv) with substantially the same priority under comparable circumstances as it provides such services to itself and its Subsidiaries.

(c) Notwithstanding anything to the contrary in this Agreement, neither Marathon Oil nor Marathon Petroleum (nor any of their respective Subsidiaries) shall be required to perform Services hereunder or take any actions relating thereto that conflict with or violate any applicable law, contract, license, sublicense, authorization, certification or permit.

Section 3.2 Additional Services . (a) If Marathon Petroleum reasonably determines that additional transition services (not listed on Annex B) of the type previously provided by the Marathon Oil Parties to the Marathon Petroleum Business are necessary to conduct the Marathon Petroleum Business and Marathon Petroleum or its Subsidiaries are not able to provide such services to the Marathon Petroleum Business, then Marathon Petroleum may provide written notice thereof to Marathon Oil. Upon receipt of such notice by Marathon Oil, if Marathon Oil is willing, in its sole discretion, to provide such additional service during the Term, the Parties will negotiate in good faith an amendment to Annex B setting forth the additional service (each such service an " Additional Marathon Oil Service "), the terms and conditions for the provision of such Additional Marathon Oil Service and the Fees payable by Marathon Petroleum for such Additional Marathon

Oil Service, such Fees to be determined on an arm's-length basis with the intent that they reflect costs.

(b) If Marathon Oil reasonably determines that additional transition Services (not listed on Annex C) of the type previously provided by the Marathon Petroleum Parties to the Marathon Oil Business are necessary to conduct the Marathon Oil Business and Marathon Oil or its Subsidiaries are not able to provide such services to the Marathon Oil Business, then Marathon Oil may provide written notice thereof to Marathon Petroleum. Upon receipt of such notice by Marathon Petroleum, if Marathon Petroleum is willing, in its sole discretion, to provide such additional service during the Term, the Parties will negotiate in good faith an amendment to Annex C setting forth the additional service (each such service an " Additional Marathon Petroleum Service "), the terms and conditions for the provision of such Additional Marathon Petroleum Service and the Fees payable by Marathon Oil for such Additional Marathon Petroleum Service, such Fees to be determined on an arm's-length basis with the intent that they reflect costs.

Section 3.3 Procedure . (a) Any requests by a Party to the other Party regarding (i) the Services or (ii) any modification or alteration to the provision of the Services must be made by an Authorized Representative (it being understood that the receiving Party shall not be obligated to agree to any modification or alteration requested thereby). A Party receiving Services shall provide no less than 30 days written notice (unless a shorter time is mutually agreed upon by the Parties) to the other Party of any Services that, prior to the expiration of the Term, are no longer needed from the other Party, in which case this Agreement shall terminate as to such Services, provided that the Party providing such Services must consent to such early termination, such consent not to be unreasonably withheld, conditioned or delayed (a " Partial Termination "). The Parties shall mutually agree as to the effective date of any Partial Termination. In the event of any termination prior to the scheduled expiration of the Term or of any Partial Termination hereunder, (x) with respect to any terminated Services in which the Fee for such terminated Services is charged as a flat monthly rate, if termination occurs other than the end of the month, the Fee for that month shall be pro rated to reflect a partial month, and (y) with respect to any other terminated Services, all amounts due pursuant to the terms hereof with respect to the terminated Services shall be appropriately pro rated and reduced to reflect such shortened period during which such Services are actually provided hereunder, and each Party shall refund to the other Party an appropriate pro rated amount for any such Services that have been paid for by such other Party in advance. Notwithstanding the immediately preceding sentence, to the extent any amounts due or advances made hereunder related to costs or expenses that have been or will be incurred and that cannot be recovered by a Party providing Services, such amounts due or advances made shall not be pro rated or reduced and such Party shall not be required to refund to the other Party any pro rated amount for such costs or expenses; and the terminating Party shall reimburse the Party providing such Service for any Third-Party cancellation or similar charges incurred as a result of such early termination. Notwithstanding anything to the contrary hereunder, each Party may avail itself of the remedies set forth in Sections 3.4(b) and 10.2 without fulfilling the notice requirements of this Section 3.3(a) .

(b) In the event of a Partial Termination, this Agreement shall remain in full force and effect with respect to the Services which have not been terminated by the Parties as provided herein.

(c) Each Party acknowledges and agrees that certain of the Services to be provided under this Agreement have been, and will continue to be provided (in accordance with this Agreement) to the Marathon Oil Business or the Marathon Petroleum Business, as applicable, by Third Parties designated by the Party responsible for providing such Services hereunder. To the

extent so provided, the Party responsible for providing such Services shall use commercially reasonable efforts to (a) cause such Third Parties to provide such Services under this Agreement and/or (b) enable the Party seeking the benefit of such Services and its Subsidiaries to avail itself of such Services; provided , however , that if any such Third Party is unable or unwilling to provide any such Services, the Parties agree to use their commercially reasonable efforts to determine the manner, if any, in which such Services can best be provided (it being acknowledged and agreed that any costs or expenses to be incurred in connection with obtaining a Third Party to provide any such Services shall be paid by the Party to which such Services are provided; provided that the Party responsible for providing such Services shall use commercially reasonable efforts to communicate the costs or expenses expected to be incurred in advance of incurring such costs or expenses).

Section 3.4 Disclaimer of Warranties: Force Majeure .

(a) Except as expressly set forth in this Agreement: (i) each Party acknowledges and agrees that the other Party makes no warranties of any kind with respect to the Services to be provided hereunder; and (ii) each Party hereby expressly disclaims all warranties, expressed or implied, of any kind with respect to the Services to be provided hereunder, including any warranty of non-infringement, merchantability, fitness for a particular purpose or conformity to any representation or description as to the Services provided hereunder. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT WILL BE PROVIDED AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, TITLE OR ANY OTHER WARRANTY WHATSOEVER.

(b) If either Party, any of its Subsidiaries or any Third-Party service provider is prevented from or delayed in complying, either totally or in part, with any of the terms or provisions of this Agreement by reason of fire, flood, storm, strike, walkout, lockout or other labor trouble or shortage, delays by unaffiliated suppliers or carriers, shortages of fuel, power, raw materials or components, equipment failure, any law, order, proclamation, regulation, ordinance, demand, seizure or requirement of any Governmental Authority, riot, civil commotion, war, rebellion, act of terrorism, nuclear or other accident, explosion, casualty, pandemic, or act of God, or act, omission or delay in acting by any governmental or military authority or the other Party or any of its Subsidiaries or any other cause, whether or not of a class or kind listed in this sentence, beyond the reasonable control and without the fault of the otherwise defaulting Party, then upon notice to the other Party, the affected provisions and/or other requirements of this Agreement shall be suspended during the period of such disability and, unless otherwise set forth herein to the contrary, the otherwise defaulting Party shall have no liability to the other Party, its Subsidiaries or any other Person in connection therewith. Each Party shall use commercially reasonable efforts to promptly remove such disability as soon as possible; provided , however , that nothing in this Section 3.4(b) will be construed to require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the reasonable judgment of the affected Party, are contrary to its interest. It is understood that the settlement of a strike, walkout, lockout or other labor dispute will be entirely within the discretion of the affected Party. If a Party is unable to provide any of the Services due to a disability described in the first sentence of this Section 3.4(b) , each Party shall use commercially reasonable efforts to cooperatively seek a solution that is mutually satisfactory to the Parties. In addition, upon becoming aware of a disability causing a delay in performance or preventing performance of any obligations of a Party under this Agreement, the otherwise defaulting Party shall promptly notify the other Party in writing of the existence of such disability and the anticipated

duration of the disability. The Party entitled to the benefit of the Services shall have the right, but not the obligation, to engage subcontractors to perform such obligations for the duration of the period during which such disability delays or prevents the performance of such obligation by the otherwise defaulting Party, it being agreed that the Fees paid or payable under this Agreement with respect to the Service affected by the disability shall be reduced (or refunded, if applicable) on a dollar-for-dollar basis for all amounts paid by the Party entitled to the benefit of the Services to such subcontractors, provided that the otherwise defaulting Party shall not be responsible for the amount of fees charged by any such subcontractors to perform such Services to the extent they exceed the Fees for the applicable period of disability. Notwithstanding anything to the contrary hereunder, each Party shall make the mitigation and resolution of any disability affecting its ability to perform hereunder a high priority and shall use efforts of a type, intensity and duration which, taking into account the type of Services and the significance of such Services to the other Party's business, represent a reasonably appropriate response to such disability, but in any event no less than commercially reasonable efforts. In addition and notwithstanding anything hereunder to the contrary, the Parties agree that this Section 3.4(b) shall not be construed so as to excuse a Party from complying with any of its obligations under Article VIII .

Section 3.5 Transition of Responsibilities . Each Party agrees to use commercially reasonable efforts to reduce or eliminate its and its Subsidiaries' dependency on each Service as soon as is reasonably practicable. Each Party agrees to cooperate with the other Party to facilitate the smooth transition of the Services being provided to such Party by the other Party.

Section 3.5 Employee Status . During the Term of this Agreement:

(i) No employee of a Party shall be deemed an employee of the other Party by reason of such employee's involvement in providing Services provided hereunder. The employing Party shall bear the sole responsibility for payment of each such employee's wages, benefits, all withholding obligations to federal, state and local taxation and insurance authorities and all other costs and expenses associated with such employees.

(ii) No workers' compensation insurance shall be obtained by either Party for the employees of the other Party in connection with the Services provided hereunder.

(iii) Each Party shall retain control over the time, manner and method of the employment of its employees. This retained control shall include the right to review employees' performance, determine employees' compensation and benefits, discipline employees and determine whether or not to continue employees' employment.

(iv) This Agreement shall not be construed as an agreement granting employees any employment rights for a specific duration, and shall not constrain a Party's right to terminate the employment relationship with any of its employees.

(v) A Party's employees may be considered for transfers or bids by employees for positions listed on such Party's job posting system.

(vi) Each employee shall be entitled to take vacation and other time off in accordance with the policies of his or her employer, including sick leave and military leave.

ARTICLE IV
COOPERATION

Section 4 . 1 Cooperation . Each Party shall, and shall cause its Subsidiaries to, use good faith efforts

to provide reasonable cooperation to the other Party in all matters relating to the provision and receipt of the Services, including providing information and documentation reasonably requested by the other Party, other than information and documentation protected by attorney-client privilege, sufficient for the other Party to provide the Services and making available, as reasonably requested by the other Party, timely decisions, approvals and acceptances in order that the other Party and its Subsidiaries may perform their respective obligations under this Agreement in a timely manner.

Section 4.2 Consents . (a) Each Party shall, and shall cause its Subsidiaries to, provide reasonable cooperation to obtain all Third-Party Consents for any Third-Party software or other Third-Party intellectual property related to the provision of the Services sufficient to enable the Parties to perform the Services in accordance with this Agreement; provided , however , that neither Party shall be obligated under this Agreement to pay any consideration, grant any concession or incur any Liability to any Third Party to obtain any such Third-Party Consent.

(b) In the event that any Third-Party Consent or any Governmental Approval and Consent required for the provision of Services hereunder is not obtained, then, unless and until such Third-Party Consent or Governmental Approval and Consent is obtained, the Parties shall, to the extent practicable, provide reasonable cooperation to each other in achieving a reasonable alternative arrangement for the Party entitled to the benefit of the Services to continue to process its work and for the Party providing the Services to perform such Services.

Section 4.3 Informal Dispute Resolution . The Authorized Representatives of Marathon Oil and Marathon Petroleum (each of whom shall have the authority to legally bind the Party it represents) shall meet as often as shall reasonably be requested by either Party to review the performance of the other Party under this Agreement. In the event of any dispute or disagreement between the Parties either with respect to the interpretation of any provision of this Agreement, or with respect to the performance by Marathon Oil or Marathon Petroleum hereunder, then upon the written request of Marathon Oil or Marathon Petroleum each Party shall appoint within 14 days a designated officer whose task it shall be to meet for the purpose of endeavoring to resolve such dispute or to negotiate for an adjustment to such provision of the Agreement. The Parties shall use commercially reasonable efforts to cause their respective designated officers to meet within 15 days following identification of the designated officers. The designated officers shall meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such officers shall discuss the problem and/or negotiate in good faith in an effort to resolve the dispute or renegotiate the applicable provision without the necessity of any formal proceeding relating thereto. During the course of such negotiation, subject to the Parties' respective confidentiality obligations and subject to the provisions of Section 4.1 , all reasonable requests made by either Party to the other for information shall be honored in order that each of the Parties may be fully advised in the matter. The specific format for such discussions shall be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other Party. Except for claims arising under Articles VIII , the Parties agree to follow the dispute resolution process set forth in this Section 4.3 prior to the commencement of any Action under Section 12.13 .

ARTICLE V
FEES

Section 5.1 Fees . Each Party shall pay the other Party the Fees for the Services provided by such other Party under this Agreement. The Fees for the Marathon Oil Services are set forth on Annex B and the Fees for the Marathon Petroleum Services are set forth on Annex C .

Section 5.2 Taxes . To the extent required or permitted by applicable law, there shall be added to any Fees due under this Agreement, and each Party agrees to pay to the other, amounts equal to any taxes, however designated or levied, based upon such Fees, or upon this Agreement or the Services provided under the Agreement, or their use, including state and local privilege or excise taxes based on gross revenue and any taxes or amounts in lieu thereof paid or payable by the Party providing Services hereunder. In the event taxes are not added to an invoice from the Party providing Services hereunder, the Party being provided such Services is responsible to remit to the appropriate tax jurisdiction any additional amounts due including tax, interest and penalty. The Parties shall cooperate with each other to minimize any of these taxes to the extent reasonable. If additional amounts are determined to be due on the Services provided hereunder as a result of an audit by a tax jurisdiction, the Party provided the Services hereunder agrees to reimburse the Party who provided the Services for the additional amounts due including tax, interest and penalty. The Party obligated to make such reimbursement shall have the right to contest the assessment with the tax jurisdiction at its own expense. The Party providing Services hereunder will be responsible for penalty or interest associated with its failure to remit invoiced taxes. The Parties further agree that, notwithstanding the foregoing, neither Party shall be required to pay any franchise taxes, taxes based on the net income of the other Party or personal property taxes on property owned or leased by a Party and used by such Party to provide Services. Notwithstanding anything else in this Agreement to the contrary, the obligations of this Section 5.2 shall remain in effect until the expiration of the relevant statutes of limitation.

ARTICLE VI
INVOICE AND PAYMENT; AUDIT

Section 6.1 Invoices and Payment . Within 20 days following the end of each month during the Term (or within 20 days after receipt of a Third Party supplier's invoice in the case of Services that are provided by a Third-Party supplier), each Party will submit to the other Party for payment a written statement of amounts due under this Agreement for such month. The statement will set forth the Fees, in the aggregate and itemized, based on the descriptions set forth on Annex B or Annex C , as the case may be. Each statement will specify the nature of any amounts due for any Fees as set forth on Annex B or Annex C and will contain reasonably satisfactory documentation in support of such amounts as specified therein and such other supporting detail as the other Party may reasonably require to validate such amounts due.

Section 6.2 Timing of Payment; No Offsets . Each Party will pay all amounts due pursuant to this Agreement within 10 days after the date upon which each such statement that is required to be provided hereunder is received by such Party. Neither Party shall offset any amounts owing to it by the other Party or any of its Subsidiaries against amounts payable by such Party hereunder or any other agreement or arrangement. All timely payments under this Agreement shall be made without early payment discount.

Section 6 . 3 Non-Payment . If either Party fails to pay the full amount of any invoice within 30 days after its receipt of the invoice, such failure shall be considered a material default under this Agreement. The remedies provided to each Party by this Section 6.3 and by Section 10.2 shall be without limitation of any other applicable provisions of this Agreement. Payments made after the date they are due shall bear interest at a rate per annum equal to the Prime Rate plus 2.0% (compounded monthly).

Section 6.4 Payment Disputes . Either Party may object to any amounts for any Service

invoiced to it at any time before, at the time of, or after payment is made, provided such objection is made in writing to the other Party within 60 days following the end of the Term. The disputing Party shall timely pay the disputed items in full while resolution of the dispute is pending; provided , however , that the other Party shall pay interest at a rate per annum equal to the Prime Rate plus 2.0% (compounded monthly) on any amounts it is required to return to the disputing Party upon resolution of the dispute. Payment of any amount shall not constitute approval thereof. Any dispute under this Section 6.4 shall be resolved in accordance with the provisions of Section 4.3 .

Section 6.5 Audit Rights . (a) Each Party may, at its own cost and expense, audit (or cause an independent Third Party auditor to audit) the books, records and facilities of the other Party to the extent necessary to determine the other Party's compliance with this Agreement with respect to Fees paid or payable pursuant to this Article VI or the performance of its other obligations set forth in this Agreement. For any given Service, each Party shall have the right to audit the books, records and facilities of the other Party pertaining to such Service once for each twelve-month period during which payment obligations are due (and at such other times as may be required by applicable law); provided , however , that any such audit shall not be commenced later than six months after the termination of such Service.

(b) Any audit shall be conducted during regular business hours and in a manner that complies with the building and security requirements of, and does not unreasonably interfere with the operations of, the Party being audited. Such audits shall not interfere unreasonably with the operations of the Party being audited. The Party desiring to conduct an audit shall provide notice to the Party to be audited not less than 30 days prior to the commencement of the audit and shall specify the date on which the audit will commence. If the audit concludes that an overpayment or underpayment has occurred during the audited period, then the Party that conducted the audit may raise an objection pursuant to the provisions of Section 6.4 .

ARTICLE VII
INDEPENDENCE; OWNERSHIP OF ASSETS

Section 7.1 Independence . The Parties are independent contractors. All employees and representatives of a Party and any of its Subsidiaries involved in providing services shall be under the exclusive direction, control and supervision of the Party or its Subsidiaries (or their subcontractors) providing such Services, and not of the Party receiving such Services. In accordance with Section 3.5 , the Party or its Subsidiaries (or their subcontractors) providing the Services will have the sole right to exercise all authority with respect to the employment (including termination of employment), assignment and compensation of such employees and representatives.

Section 7.2 Assets . All procedures, methods, systems, strategies **,** tools, equipment, facilities and other resources used by a Party, any of its Subsidiaries or any Third-Party service provider in connection with the provision of the Services hereunder shall remain the property of such Party, its Subsidiaries or such service providers and, except as otherwise provided herein, shall at all times be under the sole direction and control of such Party, its Subsidiaries or such Third-Party service provider. No license under any patents, know-how, trade secrets, copyrights or other rights is granted by this Agreement or any disclosure in connection with this Agreement by either Party.

ARTICLE VIII
CONFIDENTIALITY

Section 8.1 Confidentiality . Each Party agrees that the specific terms and conditions of this

Agreement and any information conveyed or otherwise received by or on behalf of a Party in conjunction herewith are confidential and are subject to the terms of the confidentiality provisions set forth in Section 13.8 of the Distribution Agreement.

Section 8.2 System Security .

(a) If any Party is given access to the other Party's computer systems or software (collectively, " Systems ") in connection with the Transition Services, the Party given access (the " Availed Party ") shall comply with all of the other Party's system security policies, procedures and requirements that have been provided to the Availed Party in advance and in writing (collectively, " Security Regulations "), and shall not tamper with, compromise or circumvent any security or audit measures employed by such other Party. The Availed Party shall access and use only those Systems of the other Party for which it has been granted the right to access and use.

(b) Each Party shall use commercially reasonable efforts to ensure that only those of its personnel who are specifically authorized to have access to the Systems of the other Party gain such access, and use commercially reasonable efforts to prevent unauthorized access, use, destruction, alteration or loss of information contained therein, including notifying its personnel of the restrictions set forth in this Agreement and of the Security Regulations.

(c) If, at any time, the Availed Party determines that any of its personnel has sought to circumvent, or has circumvented, the Security Regulations, that any unauthorized Availed Party personnel has accessed the Systems, or that any of its personnel has engaged in activities that may lead to the unauthorized access, use, destruction, alteration or loss of data, information or software of the other Party, the Availed Party shall promptly terminate any such person's access to the Systems and promptly notify the other Party. In addition, such other Party shall have the right to deny personnel of the Availed Party access to its Systems upon notice to the Availed Party in the event that the other Party reasonably believes that such personnel have engaged in any of the activities set forth above in this Section 8.2(c) or otherwise pose a security concern. The Availed Party shall use commercially reasonable efforts to cooperate with the other Party in investigating any apparent unauthorized access to such other Party's Systems.

ARTICLE IX
NO PARTNERSHIP OR AGENCY RELATIONSHIP

Section 9.1 No Partnership or Agency Relationship . Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, franchise or joint venture relationship between the Parties or any of their Subsidiaries. Neither Party shall have power to control the activities and operations of the other Party or its Subsidiaries, nor to bind or commit the other Party or its Subsidiaries.

ARTICLE X
TERMINATION

Section 10.1 General . Subject to the provisions of Section 10.4 , this Agreement shall terminate, and the obligation of each Party to provide all Services shall cease, on the earliest to occur of (i) the date on which the provision of all Services has been terminated by the Parties pursuant to Section 3.3 , subject to the terms of Section 3.3, or (ii) the date on which the Term of this Agreement has ended pursuant to Section 2.1 or 10.2 .

Section 10.2 Termination of Entire Agreement . Subject to the provisions of Section 10.4 , a Party shall have the right to terminate this Agreement or effect a Partial Termination effective upon delivery of written notice to the other Party if the other Party: (a) makes an assignment for the

benefit of creditors, or becomes bankrupt or insolvent, or is petitioned into bankruptcy, or takes advantage of any state, federal or foreign bankruptcy or insolvency act, or if a receiver or receiver/manager is appointed for all or any substantial part of its property and business and such receiver or receiver/manager remains undischarged for a period of 30 days; or (b) materially defaults in the performance of any of its covenants or obligations contained in this Agreement (or, in the case of a Partial Termination, with respect to the Services being terminated) and such default is not remedied to the nondefaulting Party's reasonable satisfaction within 45 days after receipt of written notice by the defaulting Party informing such Party of such default, or if such default is not capable of being cured within 45 days, if the defaulting Party has not promptly begun to cure the default within such 45-day period and thereafter proceeded with all diligence to cure the same.

Section 10.3 Procedures on Termination . Following any termination of this Agreement or Partial Termination, each Party will cooperate with the other Party as reasonably necessary to avoid disruption of the ordinary course of the other Party's and its Subsidiaries' businesses. Termination shall not affect any right to payment for Services provided prior to termination.

Section 10.4 Effect of Termination . Section 4.3 , Article V (with respect to Fees and Taxes attributable to periods prior to termination), Sections 6.1 , 6.2 , 6.4, 6.5 and 10.3 , this Section 10.4 and Articles I , VII , VIII , XI and XII shall survive any termination of this Agreement. For the avoidance of doubt, neither (a) termination of a particular Service hereunder nor (b) termination of this Agreement with respect to the Services provided under one Annex, but not the other Annex, shall be a termination of this Agreement.

ARTICLE XI
INDEMNIFICATION

Section 11.1 Indemnification by Marathon Petroleum . Marathon Petroleum shall indemnify, defend and hold harmless each of the Marathon Oil Indemnified Parties for any Losses and Expenses incurred by them in connection with or arising out of any: (i) material breach of this Agreement by Marathon Petroleum; (ii) Marathon Petroleum's, its Subsidiaries', employees', suppliers' or contractors' gross negligence, willful misconduct or bad faith in the provision of the Marathon Petroleum Services by Marathon Petroleum, its Subsidiaries, employees, suppliers or contractors pursuant to this Agreement; (iii) any Action that determines that the provision by any Marathon Petroleum Party and/or the receipt by any of the Marathon Oil Indemnified Parties of any Marathon Petroleum Services infringes upon or misappropriates the intellectual property of any Third Party, to the extent that any such Losses and Expenses are determined to have resulted from Marathon Petroleum's, its Subsidiaries', employees', suppliers' or contractors' gross negligence, willful misconduct or bad faith; and (iv) Third-Party claims arising out of the provision of the Marathon Oil Services, except to the extent that such Third-Party claims for Losses and Expenses are finally determined by a final non-appealable decision of a court having jurisdiction over Marathon Petroleum and Marathon Oil or pursuant to Article XII of the Distribution Agreement to have arisen out of the material breach of this Agreement, gross negligence willful misconduct or bad faith of Marathon Oil, its Subsidiaries, employees, suppliers or contractors in providing the Marathon Oil Services.

Section 11.2 Indemnification by Marathon Oil . Marathon Oil shall indemnify, defend and hold harmless the Marathon Petroleum Indemnified Parties for any Losses and Expenses incurred by them in connection with or arising out of: (i) any material breach of this Agreement by Marathon Oil; (ii) Marathon Oil's, its Subsidiaries', employees', suppliers' or contractors' gross negligence, willful misconduct or bad faith in the provision of the Marathon Oil Services by

Marathon Oil, its Subsidiaries, employees, suppliers or contractors pursuant to this Agreement; (iii) any Action that determines that the provision by any Marathon Oil Party and/or the receipt by any of the Marathon Petroleum Indemnified Parties of any Marathon Oil Services infringes upon or misappropriates the intellectual property of any Third Party, to the extent that any such Losses and Expenses are determined to have resulted from Marathon Oil's, its Subsidiaries', employees', suppliers' or contractors' gross negligence, willful misconduct or bad faith; and (iv) Third-Party claims arising out of the provision of the Marathon Petroleum Services, except to the extent that such Losses and Expenses are finally determined by a final non-appealable decision of a court having jurisdiction over Marathon Oil and Marathon Petroleum or pursuant to Article XII of the Distribution Agreement to have arisen out of the material breach of this Agreement, gross negligence, willful misconduct or bad faith of Marathon Petroleum, its Subsidiaries, employees, suppliers or contractors in providing the Marathon Petroleum Services.

Section 11.3 Limitations and Liability . (a) Each Party shall have a duty to mitigate the Losses and Expenses for which the other is responsible hereunder. Except for Losses or Expenses arising out of or related to the gross negligence, willful misconduct or bad faith of the defaulting Party or in respect of Article VIII , in no event shall a Party's (including its Subsidiaries', employees', contractors' or suppliers') cumulative aggregate liability arising under or in connection with this Agreement (or the provision of Services hereunder) exceed the greater of $10,000,000 and the amount of payments due to such Party from the other Party pursuant to this Agreement. IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR RESPECTIVE SUBSIDIARIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL (INCLUDING LOSS OF REVENUES OR PROFITS, LOSS OF DATA, LOSS OF GOODWILL AND LOSS OF CAPITAL, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), EXEMPLARY OR PUNITIVE DAMAGES OR THE LIKE ARISING UNDER ANY LEGAL OR EQUITABLE THEORY OR ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT (OR THE PROVISION OF SERVICES HEREUNDER), ALL OF WHICH ARE HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT ANY PARTY TO THIS AGREEMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(b) It is not the intent of either Party to receive from the other Party, or any of its officers, employees, Subsidiaries or representatives, professional opinions, whether with regard to tax, legal, treasury, finance, employment or other business and financial matters, or technical advice, whether with regard to information technology or other matters; neither Party shall rely on, or construe, any Service provided to it as such professional advice or opinions or technical advice; and each Party shall seek all third-party professional advice and opinions or technical advice as it may desire or need in connection with its business and operations.

Section 11.4 Indemnification Is Exclusive Remedy . Except for equitable relief and rights pursuant to Section 5.2 , Section 6.3 or Article VIII , the indemnification provisions of this Article XI shall be the exclusive remedy for breach of this Agreement.

Section 11.5 Risk Allocation . Each Party agrees that the Fees charged under this Agreement reflect the allocation of risk between the Parties, including the disclaimer of warranties in Section 3.4(a) and the limitations on liability in Section 11.3 . Modifying the allocation of risk from what is stated here would affect the Fees that each Party charges, and in consideration of those Fees, each Party agrees to the stated allocation of risk.

Section 11.6 Indemnification Procedures . All claims for indemnification pursuant to this Article XI shall be made in accordance with the provisions set forth in Sections 11.2 and 11.3 of the Distribution Agreement. Notwithstanding anything to the contrary hereunder, no cause of action, dispute or claim for indemnification may be asserted against either Party or submitted to arbitration or legal proceedings which accrued more than two years after the later of (a) the occurrence of the act or event giving rise to the underlying cause of action, dispute or claim and (b) the date on which such act or event was, or should have been, in the exercise of reasonable due diligence, discovered by the Party asserting the cause of action, dispute or claim.

Section 11.7 Express Negligence . THE INDEMNITY, RELEASES AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT (INCLUDING ARTICLES III AND THIS ARTICLE XI) ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE NEGLIGENCE OR GROSS NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT OR ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Entire Agreement . This Agreement, including the Annexes hereto and the sections of the Distribution Agreement referenced herein, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, discussions, understandings and commitments, written or oral, between the Parties with respect to such subject matter.

Section 12 . 2 Choice of Law . THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION OR RULE THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Section 12.3 Amendment . This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of Marathon Oil and Marathon Petroleum.

Section 12.4 Waiver . Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently given for the purposes of this Agreement if, as to either Party, it is in writing signed by an authorized representative of such Party. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, or in any way to affect the validity of this Agreement or any part hereof or the right of either Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Section 12.5 Partial Invalidity . Wherever possible, each provision hereof shall be interpreted in such a manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of

such provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 12.6 Execution in Counterparts . This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties.

Section 12.7 Successors and Assigns . This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns; provided , however , that the rights and obligations of either Party under this Agreement shall not be assignable by such Party without the prior written consent of the other Party. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, liquidation (including successive mergers or liquidations) or otherwise).

Section 12.8 Third-Party Beneficiaries . Except to the extent otherwise provided in Article XI and Section 12.12 , the provisions of this Agreement are solely for the benefit of the Parties and their respective Subsidiaries, successors and permitted assigns and shall not confer upon any Third Party any remedy, claim, liability, reimbursement or other right in excess of those existing without reference to this Agreement.

Section 12.9 Notices . All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when delivered or mailed in accordance with the provisions of Section 14.9 of the Distribution Agreement.

Section 12.10 Performance . Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party.

Section 12.11 No Public Announcement . Neither Marathon Oil nor Marathon Petroleum shall, without the approval of the other, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that either Party shall be so obligated by law or the rules of any regulatory body, stock exchange or quotation system, in which case the other Party shall be advised and the Parties shall use commercially reasonable efforts to cause a mutually agreeable release or announcement to be issued; provided , however , that the foregoing shall not preclude communications or disclosures necessary to implement the provisions of this Agreement or to comply with applicable law, accounting and SEC disclosure obligations or the rules of any stock exchange.

Section 12.12 Limited Liability . Notwithstanding any other provision of this Agreement, no individual who is a stockholder, director, employee, officer, agent or representative of Marathon Petroleum or Marathon Oil, in such individual's capacity as such, shall have any liability in respect of or relating to the covenants or obligations of such Party under this Agreement and, to the fullest extent legally permissible, each of Marathon Petroleum and Marathon Oil, for itself and its respective stockholders, directors, employees, officers and Subsidiaries, waives and agrees not to seek to assert or enforce any such liability that any such Person otherwise might have pursuant to applicable law.

Section 12.13 Dispute Resolution . The Parties agree that any dispute, controversy or claim between them with respect to the matters covered hereby shall be governed by and resolved in accordance with the procedures set forth in Section 4.3 hereof and in Article XII of the Distribution Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their authorized representatives as of the date first above written.

MARATHON OIL CORPORATION

By: _____

Name: _____

Title: _____

MARATHON PETROLEUM CORPORATION

By: _____

Name: _____

Title: _____

Annex A

AUTHORIZED REPRESENTATIVES

[Intentionally omitted]

Annex B

MARATHON OIL SERVICES AND FEES

[Intentionally omitted]

Annex C

MARATHON PETROLEUM SERVICES AND FEES

[Intentionally omitted]

Exhibit 10.4

MARATHON PETROLEUM CORPORATION ("MPC")
2011 INCENTIVE COMPENSATION PLAN

1. *Objectives* . This Marathon Petroleum Corporation 2011 Incentive Compensation Plan (this "Plan") is adopted by Marathon Petroleum Corporation (the "Corporation") in order to retain employees and directors with a high degree of training, experience, and ability; to attract new employees and directors whose services are considered particularly valuable; to encourage the sense of proprietorship of such persons; and to promote the active interest of such persons in the development and financial success of the Corporation and its Subsidiaries. These objectives are to be accomplished by making Awards under this Plan and thereby providing Participants with a proprietary interest in the growth and performance of the Corporation and its Subsidiaries.

2. *Definitions* . As used herein, the terms set forth below shall have the following respective meanings:

"Administrator" means: (i) with respect to Employee Awards, the Committee, and (ii) with respect to Director Awards, the Board.

"Authorized Officer" means the Chief Executive Officer of the Corporation (or any other senior officer of the Corporation to whom he or she shall delegate the authority to execute any Award Agreement, where applicable).

"Award" means an Employee Award or a Director Award.

"Award Agreement" means any Employee Award Agreement or Director Award Agreement.

"Board" means the Board of Directors of the Corporation.

"Cash Award" means an award denominated in cash.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Committee" means the Compensation Committee of the Board and any successor committee to the Compensation Committee, as may be designated by the Board to administer this Plan in whole or in part.

"Common Stock" means Marathon Petroleum Corporation common stock, par value $.01 per share.

"Corporation" has the meaning set forth in paragraph 1 hereof.

"Director Award" means any Nonqualified Stock Option, Stock Appreciation Right, Stock Award, Restricted Stock Unit Award, Cash Award or Performance Award granted, whether singly, in combination or in tandem, to a Participant who is a Non-Employee Director pursuant to such applicable terms, conditions and limitations (including treatment as a Performance Award) as the Board may establish in order to fulfill the objectives of the Plan.

"Director Award Agreement" means an agreement (in written or electronic form) setting forth the terms, conditions, and limitations applicable to a Director Award, to the extent the Board determines such agreement is necessary.

"Disability" means either (a) a condition that renders the Participant wholly and continuously disabled for a period of at least two years, to the extent that the Participant is unable to engage in any occupation or perform any work for gainful compensation or profit for which they are, or may become, reasonably qualified by education, training, or experience; or (b) a condition for which the Participant has obtained a Social Security determination of disability.

"Dividend Equivalents" means, with respect to shares of Restricted Stock or Restricted Stock Units, with respect to which shares are to be issued at the end of the Restriction Period, an amount equal to all dividends and other distributions (or the economic equivalent thereof) that are payable to stockholders of record during the Restriction Period on a like number of shares of Common Stock granted in the Award.

"Employee" means an employee of the Corporation or any of its Subsidiaries or an individual who has agreed to become an employee of the Corporation or any of its Subsidiaries and actually becomes such an employee within the following six months. However, the term "Employee" shall not include any individual who owns directly or indirectly stock possessing more than five percent (5%) of the total combined voting power or value of all classes of stock of the Corporation or any Subsidiary

"Employee Award" means any Option, Stock Appreciation Right, Stock Award, Restricted Stock Unit Award, Cash Award or Performance Award granted, whether singly, in combination or in tandem, to a Participant who is an Employee pursuant to such applicable terms, conditions and limitations (including treatment as a Performance Award) that the Committee may establish in order to fulfill the objectives of the Plan.

"Employee Award Agreement" means an agreement (in written or electronic form) setting forth the terms, conditions, and limitations applicable to an Employee Award, to the extent the Committee determines such agreement is necessary or advisable.

"Equity Award" means any Option, Stock Appreciation Right, Stock Award, or Performance Award (other than a Performance Award denominated in cash) granted to a Participant under the Plan.

"Executive Officer" means a "covered employee" within the meaning of Code § 162(m)(3) or any other executive officer designated by the Committee for purposes of exempting compensation payable under this Plan from the deduction limits of Code § 162 (m).

"Fair Market Value" of a share of Common Stock means, as of a particular date: (i) if Common Stock is listed on a national securities exchange, the closing sales price per share of such Common Stock on the consolidated transaction reporting system for the principal national securities exchange on which shares of Common Stock are listed on that date, or, if there shall have been no such sale so reported on that date, on the next succeeding date on which such a sale is so reported, or, at the discretion of the Administrator, the price prevailing on the exchange at the time of exercise; (ii) if Common Stock is not so listed but is quoted on a national securities market, the

closing sales price per share of Common Stock reported such market for such date, or, if there shall have been no such sale so reported on that date, on the next succeeding date on which such a sale is so reported; or (iii) if Common Stock is not so listed or quoted, the most recent value determined by an independent appraiser appointed by the Corporation for such purpose.

"Grant Date" means the effective date of the grant of an Award to a Participant pursuant to the Plan, which may be later than but shall never be earlier than the date on which the Committee (or its delegate) met or otherwise took action to effect the grant of such Award.

"Grant Price" means the price at which a Participant may exercise his or her right to receive cash or Common Stock, as applicable, under the terms of an Award.

"Incentive Stock Option" means an Option that is intended to comply with the requirements set forth in Code § 422.

"Non-Employee Director" means an individual serving as a member of the Board who is not then an Employee of the Corporation or any of its Subsidiaries.

"Nonqualified Stock Option" means an Option that is not an Incentive Stock Option.

"Option" means a right to purchase a specified number of shares of Common Stock at a specified Grant Price.

"Participant" means an Employee or Non-Employee Director to whom an Award has been granted under this Plan.

"Performance Award" means an Award made pursuant to this Plan, which Award is subject to the attainment of one or more Performance Goals.

"Performance Goal" means a standard established by the Committee to determine in whole or in part whether a Performance Award shall be earned.

"Plan" has the meaning set forth in paragraph 1 hereof.

"Restricted Stock" means Common Stock that is restricted or subject to forfeiture provisions.

"Restricted Stock Unit" means a unit evidencing the right to receive in specified circumstances one share of Common Stock or equivalent value (as determined by the Administrator) that is restricted or subject to forfeiture provisions.

"Restricted Stock Unit Award" means an Award in the form of Restricted Stock Units.

"Restriction Period" means a period of time beginning on the Grant Date of an Award of Restricted Stock or Restricted Stock Unit Award and ending on the date upon which the Common Stock subject to such Award, or equivalent value, is issued (if not previously issued), paid or is no longer restricted or subject to forfeiture provisions.

"Retirement" means termination of employment of an Employee on or after the time at which the Employee either (a) is eligible for retirement under the Marathon Petroleum Retirement Plan (or for employees of Marathon Oil Corporation or its subsidiaries who have received awards under this Plan in conjunction with the spin-off of the Corporation from Marathon Oil Corporation, the Retirement Plan of Marathon Oil Company), or a successor retirement plan or (b) has attained age 50 and completed ten years of employment with the Corporation or its Subsidiaries, as applicable. However, the term Retirement does not include an event immediately following which the Participant remains an Employee.

"Stock Appreciation Right" means a right to receive a payment, in cash or Common Stock, equal to the excess of the Fair Market Value or other specified valuation of a specified number of shares of Common Stock on the date the right is exercised over a specified Grant Price.

"Stock Award" means an Award in the form of, or denominated in, or by reference to, shares of Common Stock, including an award of Restricted Stock.

"Subsidiary" means: (i) in the case of a corporation, a "subsidiary corporation" of the Corporation as defined in Code § 424(f); and (ii) in the case of a partnership or other business entity not organized as a corporation, any such business entity of which the Corporation directly or indirectly owns 50% or more of the voting, capital, or profits interests (whether in the form of partnership interests, membership interests, or otherwise).

3. *Eligibility* . All Employees of the Corporation or a Subsidiary are eligible for Employee Awards under this Plan in the sole discretion of the Committee. All Non-employee Directors of the Corporation are eligible for Director Awards under this Plan in the sole discretion of the Board.

4. *Common Stock Available for Awards* . Subject to the provisions of paragraph 14 hereof, there shall be available for Awards under this Plan granted wholly or partly in Common Stock (including rights or options that may be exercised for or settled in Common Stock) an aggregate of 25 million shares of Common Stock. No more than 10 million shares of Common Stock may be the subject of Awards that are not Options or Stock Appreciation Rights. In the sole discretion of the Committee, 10 million shares of Common Stock may be granted as Incentive Stock Options.

(a) In connection with the granting of an Option or other Award, the number of shares of Common Stock available for issuance under this Plan shall be reduced by the number of shares of Common Stock in respect of which the Option or Award is granted or denominated. For example, upon the grant of stock-settled Stock Appreciation Rights, the number of shares of Common Stock available for issuance under this Plan shall be reduced by the full number of Stock Appreciation Rights granted, and the number of shares of Common Stock available for issuance under this Plan shall not thereafter be increased upon the exercise of the Stock Appreciation Rights and settlement in shares of Common Stock, even if the actual number of shares of Common Stock delivered in settlement of the Stock Appreciation Rights is less than the full number of Stock Appreciation Rights exercised. However, Awards that by their terms do not permit settlement in shares of Common Stock shall not reduce the number of shares of Common Stock available for issuance under this Plan.

(b) Any shares of Common Stock that are tendered by a Participant or withheld as full or partial payment of withholding or other taxes or as payment for the exercise or conversion price of an Award under this Plan shall not be added back to the number of shares of Common Stock available for issuance under this Plan.

(c) Whenever any outstanding Option or other Award (or portion thereof) expires, is cancelled or forfeited or is otherwise terminated for any reason without having been exercised or payment having been made in the form of shares of Common Stock, the number of shares of Common Stock available for issuance under this Plan shall be increased by the number of shares of Common Stock allocable to the expired, forfeited, cancelled or otherwise terminated Option or other Award (or portion thereof). To the extent that any Award is forfeited, or any Option or Stock Appreciation Right terminates, expires or lapses without being exercised, the shares of Common Stock subject to such Awards will not be counted as shares delivered under this Plan.

(d) Shares of Common Stock delivered under the Plan in settlement of an Award issued or made: (i) upon the assumption, substitution, conversion or replacement of outstanding awards under a plan or arrangement of an acquired entity; or (ii) as a post-transaction grant under such a plan or arrangement of an acquired entity, shall not reduce or be counted against the maximum number of shares of Common Stock available for delivery under the Plan, to the extent that the exemption for transactions in connection with mergers and acquisitions from the stockholder approval requirements of the New York Stock Exchange for equity compensation plans applies.

(e) Awards valued by reference to Common Stock that may be settled in equivalent cash value will count as shares of Common Stock delivered to the same extent as if the Award were settled in shares of Common Stock.

(f) Awards granted in connection with the spin-off of the Corporation from Marathon Oil Corporation shall reduce the maximum number of shares of Common Stock available for delivery under the Plan.

Consistent with the requirements specified in this paragraph 4, the Committee may from time to time adopt and observe such procedures concerning the counting of shares against this Plan maximum as it may deem appropriate, including rules more restrictive than those set forth above to the extent necessary to satisfy the requirements of any national securities exchange on which the Common Stock is listed or any applicable regulatory requirement. The Committee and the appropriate officers of the Corporation shall be authorized to, from time to time, take all such actions as any of them may determine are necessary or appropriate to file any documents with governmental authorities, stock exchanges, and transaction reporting systems as may be required to ensure that shares of Common Stock are available for issuance pursuant to Awards.

5. *Administration* .

(a) *Authority of the Committee.* Subject to the terms of this Plan, the Committee shall have the full and exclusive power and authority to administer this Plan with respect to Employee Awards and to take all actions that are specifically contemplated by this Plan or are necessary or appropriate in connection with the administration of this Plan. The Committee shall also have the full and exclusive authority to interpret this Plan and outstanding Employee Award Agreements and to adopt such rules, regulations and guidelines for carrying out this Plan as it may deem

necessary or appropriate. The Committee may correct any defect or supply any omission or reconcile any inconsistency in this Plan or in any Employee Award Agreement in the manner and to the extent the Committee deems necessary or desirable to further Plan purposes. Any decision of the Committee in the interpretation and administration of this Plan or any Employee Award Agreement shall lie within its sole discretion and shall be final, conclusive, and binding on all parties concerned. All decisions and selections made by the Committee pursuant to the provisions of the Plan shall be made by a majority of its members unless subject to the Committee's delegation of authority pursuant to paragraph 6 herein. The powers of the Committee shall include the authority (within the limitations described in this Plan):

- to determine the time when Employee Awards are to be granted and any conditions that must be satisfied before an Employee Award is granted;
- except as otherwise provided in paragraphs 7(a) and 12, to modify the terms of Employee Awards made under this Plan; and
- to determine the guidelines and/or procedures for the payment or exercise of Employee Awards.

(b) *Limitation of Liability* . No member of the Board or the Committee or officer of the Corporation to whom the Board or the Committee has delegated authority in accordance with the provisions of paragraph 6 of this Plan shall be liable for anything done or omitted to be done by him or her, by any member of the Board or the Committee or by any officer of the Corporation in connection with the performance of any duties under this Plan, except for his or her own willful misconduct or as expressly provided by statute.

(c) *Authority of the Board* . The Board shall have the same powers, duties, and authority to administer and interpret the Plan and all Director Awards outstanding under the Plan as the Committee retains with respect to Employee Awards, as described above.

(d) *Prohibition on Repricing of Awards* . No Option or Stock Appreciation Right may be repriced, replaced, regranted through cancellation, or modified without stockholder approval (except as contemplated in paragraph 14 of this Plan), if the effect would be to reduce the exercise price for the shares underlying such Option or Stock Appreciation Right.

6. *Delegation of Authority* . The Committee may delegate to a subcommittee, the Chief Executive Officer or other senior officers of the Corporation, or to another committee of the Board, its duties or authority under this Plan with respect to Employee Awards, subject to such conditions or limitations as the Committee may establish; provided, however, that to the extent the Committee determines that it is necessary or desirable to exempt compensation payable under this Plan from the deduction limits of Code § 162(m), the Committee will carry out such duties as may be required under Code § 162(m). The Board may delegate to the Committee, the Chief Executive Officer or other senior officers of the Corporation, or to another committee of the Board, its administrative functions under this Plan with respect to Director Awards subject to such conditions or limitations as the Board may establish. The Committee or the Board or their delegates, as applicable, may engage or authorize engagement of a third party administrator to carry out administrative functions under the Plan.

7. *Employee Awards* .

(a) The Committee shall determine the type or types of Employee Awards to be made under this Plan and shall designate from time to time the Participants who are to be the recipients of such Employee Awards. Each Employee Award shall be evidenced in an Employee Award Agreement, which shall contain such terms, conditions, and limitations as shall be determined by the Committee in its sole discretion, and may be signed by an Authorized Officer on behalf of the Corporation. Employee Awards may consist of those listed in this paragraph 7(a) and may be granted singly, in combination or in tandem. Employee Awards may also be made in combination or in tandem with, in replacement of, or as alternatives to, grants or rights under this Plan or any other plan of the Corporation or any of its Subsidiaries, including the plan of any acquired entity; provided that, except as contemplated in paragraph 14 hereof, no Option or Stock Appreciation Right may be issued in exchange for the cancellation of an Option or Stock Appreciation Right with a higher exercise price nor may the exercise price of any Option or Stock Appreciation Right be reduced. No Option or Stock Appreciation Right may include provisions that "reload" the Option or Stock Appreciation Right upon exercise or that extend the term of an Option or Stock Appreciation Right beyond ten years from its Grant Date. All or part of an Employee Award may be subject to conditions established by the Committee, which may include, but are not limited to, continuous service with the Corporation and its Subsidiaries and achievement of specific Performance Goals. Upon the termination of employment by a Participant who is an Employee, any unexercised, deferred, unvested, or unpaid Awards shall be treated as set forth in the applicable Employee Award Agreement.

(i) *Option* . An Employee Award may be in the form of an Option. An Option awarded to an Employee pursuant to this Plan may consist of an Incentive Stock Option or a Non-Qualified Stock Option and will be designated accordingly at the time of grant. The Grant Price of an Option shall be not less than the Fair Market Value of the Common Stock on the Grant Date. The term of an Option shall not exceed ten years from the Grant Date.

(ii) *Stock Appreciation Right* . An Employee Award may be in the form of a Stock Appreciation Right. The Grant Price for a Stock Appreciation Right shall not be less than the Fair Market Value of the Common Stock on the Grant Date. The term of a Stock Appreciation Right shall not exceed ten years from the Grant Date.

(iii) *Stock Award* . An Employee Award may be in the form of a Stock Award. Any Stock Award which is not a Performance Award shall have a minimum Restriction Period of three years from the Grant Date, provided that: (i) the Committee may provide for earlier vesting following a change of control or other specified events involving the Corporation or upon an Employee's termination of employment by reason of death, Disability, or Retirement; and (ii) vesting of a Stock Award may occur incrementally over the three-year minimum Restricted Period, provided, no portion of any Stock Award will have a Restriction Period of less than one year.

(iv) *Restricted Stock Unit Award* . An Employee Award may be in the form of a Restricted Stock Unit Award. Any Restricted Stock Unit Award which is not a Performance Award shall have a minimum Restriction Period of three years from the Grant Date, provided that: (i) the Committee may provide for earlier vesting following a change of control or other specified events involving the Corporation or upon an Employee's termination of employment by reason of death, Disability, or Retirement; and (ii) vesting of a Restricted Stock Unit Award may occur

incrementally over the three-year minimum Restricted Period, provided, no portion of any Restricted Stock Unit Award will have a Restriction Period of less than one year.

(v) *Cash Awards* . An Employee Award may be in the form of a Cash Award.

(vi) *Performance Award* . Without limiting the type or number of Employee Awards that may be made under the other provisions of this Plan, an Employee Award may be in the form of a Performance Award. Any Stock Award which is a Performance Award shall have a minimum Restriction Period of one year from the Grant Date, provided that the Committee may provide for earlier vesting following a change of control or other specified events involving the Corporation, or upon a termination of employment by reason of death, Disability, or Retirement. The Committee shall set Performance Goals in its sole discretion which, depending on the extent to which they are met, may determine the value and/or amount of Performance Awards that will be paid out to the Participant and/or the portion of a Performance Award that may be exercised. A Performance Goal may include one or more of the following and need not be the same for each Participant:

- revenue and income measures (which include revenue, gross margin, income from operations, net income, net sales, earnings per share, earnings before interest, depreciation, taxes, and amortization ("EBIDTA"), and economic value added ("EVA");
- expense measures (which include costs of goods sold, selling, finding and development costs, general and administrative expenses, and overhead costs);
- operating measures (which include refinery throughput, mechanical availability, productivity, operating income, funds from operations, cash from operations, after-tax operating income, market share, margin, and sales volumes);
- margins (which include crack-spread measures);
- refined product measures;
- cash flow measures (which include net cash flow from operating activities and working capital);
- liquidity measures (which include earnings before or after the effect of certain items such as interest, taxes, depreciation and amortization, and free cash flow);
- leverage measures (which include debt-to-equity ratio and net debt);
- market measures (which include market share, stock price, growth measure, total stockholder return, and market capitalization measures);
- return measures (which include return on equity, return on assets, and return on invested capital);
- corporate value and sustainability measures (which include compliance, safety, environmental, and personnel matters)

- project completion measures (which may include measures regarding whether interim milestones regarding budgets and deadlines are met, as well as whether projects are completed on time and on or under budget); and
- other measures such as those relating to acquisitions, dispositions, or customer satisfaction.

Unless otherwise stated, such a Performance Goal need not be based upon an increase or positive result under a particular business criterion and could include, for example, maintaining the status quo, performance relative to a peer group determined by the Committee, or limiting economic losses (measured, in each case, by reference to specific business criteria). In interpreting Plan provisions applicable to Performance Goals and qualified Performance Awards, this Plan is intended to conform with Code § 162(m), including, without limitation, Treasury Regulations § 1.162-27(e), as to grants pursuant to this subsection and the Committee in establishing such goals and interpreting the Plan shall be guided by such provisions. Prior to the payment of any compensation based on the achievement of Performance Goals applicable to qualified Performance Awards, the Committee must certify in writing that applicable Performance Goals and any of the material terms thereof were, in fact, satisfied. Subject to the foregoing provisions, the terms, conditions, and limitations applicable to any Performance Awards intended to qualify as performance-based compensation for purposes of Code § 162(m) shall be determined by the Committee to the extent required by Code § 162(m).

(b) The Committee shall adjust the Performance Goals (either up or down) and the level of the Performance Award that a Participant may earn under this Plan if it determines that the occurrence of external changes or other unanticipated business conditions have materially affected the fairness of the goals and have unduly influenced the Corporation's ability to meet them, including without limitation, events such as material acquisitions, changes in the capital structure of the Corporation, and extraordinary accounting changes; provided, however, that Performance Awards granted to Executive Officers shall be adjusted only to the extent permitted under Code § 162(m). In addition, Performance Goals and Performance Awards shall be calculated without regard to any changes in accounting standards that may be required by the Financial Accounting Standards Board after such Performance Goals are established.

(c) Notwithstanding anything to the contrary contained in this Plan, no Participant who is an Employee may be granted, during any one-year period, Employee Awards collectively consisting of: (i) Options or Stock Appreciation Rights that are exercisable for more than 6,000,000 shares of Common Stock; or (ii) Stock Awards covering or relating to more than 2,000,000 shares of Common Stock (the limitation in clauses (i) and (ii) being collectively referred to as the "Stock-based Awards Limitations"). No Plan Participant who is an Employee may be granted Employee Awards consisting of cash (including Cash Awards that are granted as Performance Awards) in respect of any calendar year having a value determined on the Grant Date in excess of $20,000,000.

8. *Director Awards* .

(a) The Board shall determine the type or types of Director Awards to be made under this Plan and shall designate from time to time the Participants who are to be the recipients of such Director Awards. Each Director Award shall be evidenced in a Director Award Agreement, which shall contain such terms, conditions, and limitations as shall be determined by the Board in its sole

discretion, and may be signed by an Authorized Officer on behalf of the Corporation. Director Awards may consist of those listed in this paragraph 8(a) and may be granted singly, in combination or in tandem. Director Awards may also be made in combination or in tandem with, in replacement of, or as alternatives to, grants or rights under this Plan or any other plan of the Corporation or any of its Subsidiaries, including the plan of any acquired entity; provided that, except as contemplated in paragraph 14 hereof, no Option or Stock Appreciation Right may be issued in exchange for the cancellation of an Option or Stock Appreciation Right with a higher exercise price nor may the exercise price of any Option or Stock Appreciation Right be reduced. No Option or Stock Appreciation Right may include provisions that "reload" the Option or Stock Appreciation Right upon exercise or that extend the term of an Option or Stock Appreciation Right beyond ten years from its Grant Date. All or part of a Director Award may be subject to conditions established by the Board, which may include, but are not limited to, continuous service with the Corporation and its Subsidiaries and achievement of specific Performance Goals. Upon the termination of service by a Participant who is a Director, any unexercised, deferred, unvested, or unpaid Awards shall be treated as set forth in the applicable Employee Award Agreement.

(i) *Option* . A Director Award may be in the form of an Option. An Option awarded to a Director pursuant to this Plan shall be a Non-Qualified Stock Option. The Grant Price of an Option shall be not less than the Fair Market Value of the Common Stock on the Grant Date. The term of an Option shall not exceed ten years from the Grant Date.

(ii) *Stock Appreciation Right* . A Director Award may be in the form of a Stock Appreciation Right. The Grant Price for a Stock Appreciation Right shall not be less than the Fair Market Value of the Common Stock on the Grant Date. The term of a Stock Appreciation Right shall not exceed ten years from the Grant Date.

(iii) *Stock Award* . A Director Award may be in the form of a Stock Award. Terms, conditions and limitations applicable to a Stock Award granted to a Non-Employee Director pursuant to this Plan shall be determined by the Board.

(iv) *Restricted Stock Unit Award* . A Director Award may be in the form of a Restricted Stock Unit Award. Terms, conditions and limitations applicable to a Restricted Stock Unit Award granted to a Non-Employee Director pursuant to this Plan shall be determined by the Board.

(v) *Cash Awards* . A Director Award may be in the form of a Cash Award.

(vi) *Performance Award* . Without limiting the type or number of Director Awards that may be made under the other provisions of this Plan, a Director Award may be in the form of a Performance Award. Terms, conditions and limitations applicable to any Performance Award granted to a Non-Employee Director pursuant to this Plan shall be determined by the Board. The Board shall set performance goals in its discretion which, depending on the extent to which they are met, may determine the value and/or amount of Performance Awards that will be paid out to the Non-Employee Directors.

9. *Award Payment; Dividends; Substitution; Fractional Shares* .

(a) *General* . Payment of Awards may be made in the form of cash or Common Stock, or a combination thereof, and may include such restrictions as the Administrator shall determine,

including, in the case of Common Stock, restrictions on transfer and forfeiture provisions. If payment of an Award is made in the form of Restricted Stock, such shares may be issued at the beginning or end of the Restriction Period. In the event that shares of Restricted Stock are to be issued at the beginning of the Restriction Period, the certificates evidencing such shares (to the extent that such shares are so evidenced) shall contain appropriate legends and restrictions that describe the terms and conditions of the restrictions applicable to such shares. In the event that shares of Restricted Stock are to be issued at the end of the Restricted Period, the right to receive such shares shall be evidenced by book entry registration or in such other manner as the Administrator may determine.

(b) *Dividends and Interest* . Rights to dividends or Dividend Equivalents may be extended to and made part of any Award consisting of shares of Common Stock or units denominated in shares of Common Stock, subject to such terms, conditions, and restrictions as the Administrator may establish. The Administrator may also establish rules and procedures for the crediting of interest on deferred cash payments and Dividend Equivalents for Awards consisting of shares of Common Stock or units denominated in shares of Common Stock.

(c) *Fractional Shares* . No fractional shares shall be issued or delivered pursuant to any Award under this Plan. The Administrator shall determine whether cash, Awards, or other property shall be issued or paid in lieu of fractional shares, or whether fractional shares or any rights thereto shall be forfeited or otherwise eliminated.

10. *Stock Option Exercise* . The Grant Price of an Option shall be paid in full at the time of exercise in cash or, if elected by the Participant, the Participant may purchase such shares by means of tendering Common Stock valued at Fair Market Value on the date of exercise, or any combination thereof. The Administrator, in its sole discretion, shall determine acceptable methods for Participants to tender Common Stock. Subject to applicable law, Options may also be exercised through “cashless exercise” procedures approved by the Administrator involving a broker or dealer approved by the Administrator.

11. *Taxes* . The Corporation or its third party administrator shall have the right to deduct applicable taxes from any Award payment and withhold, at the time of delivery or vesting of cash or shares of Common Stock under this Plan, an appropriate amount of cash or number of shares of Common Stock or a combination thereof for payment of taxes required by law or to take such other action as may be necessary in the opinion of the Corporation to satisfy all obligations for withholding of such taxes. The Administrator may also permit withholding to be satisfied by the transfer to the Corporation of shares of Common Stock owned by the holder of the Award with respect to which withholding is required. If shares of Common Stock are used to satisfy tax withholding, such shares shall be valued at Fair Market Value on the date when the tax withholding is required to be made.

12. *Amendment, Modification, Suspension or Termination* . The Board or the Committee may amend, modify, suspend or terminate this Plan for the purpose of meeting or addressing any changes in legal requirements or for any other purpose permitted by law, except that: (i) no amendment or alteration that would materially adversely affect the rights of any Participant under any Award previously granted to such Participant shall be made without the consent of such Participant; and (ii) no amendment or alteration shall be effective prior to its approval by the stockholders of the Corporation to the extent stockholder approval is otherwise

required by applicable legal requirements or the requirements of any exchange on which the Common Stock is listed. Notwithstanding the foregoing, no amendment may cause an Option or Stock Appreciation Right to be repriced, replaced, regranted through cancellation, or modified without stockholder approval (except as provided in paragraph 14), if the effect of such amendment would be to reduce the exercise price for the shares underlying such Option or Stock Appreciation Right.

13. *Assignability* . Unless otherwise determined by the Committee in the Award Agreement, no Award or any other benefit under this Plan shall be assignable or otherwise transferable, except by will or the laws of descent and distribution. Any attempted assignment of an Award or any other benefit under this Plan in violation of this paragraph 13 shall be null and void.

14. *Adjustments* .

(a) The existence of this Plan and Awards granted hereunder shall not affect in any way the right or power of the Corporation or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Corporation's capital structure or its business, or any merger or consolidation of the Corporation, or any issue of bonds, debentures, preferred, or prior preference stocks ahead of or affecting the shares of Common Stock or the rights thereof, or the dissolution or liquidation of the Corporation, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(b) Except as provided in this Plan, the issue by the Corporation of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Corporation convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Common Stock subject to Awards granted hereunder.

(c) If the Corporation shall effect a subdivision or consolidation of shares or other capital adjustments, adoption of any plan of exchange affecting Common Stock, a distribution to holders of Common Stock of securities or other property (other than normal cash dividends), the payment of a stock dividend or other increase or reduction of the number of shares of the Common Stock outstanding without receiving compensation in money, services or property, then (i) the number of shares of Common Stock subject to this Plan, (ii) the Stock-based Awards Limitations, (iii) the number of shares of Common Stock covered by outstanding Awards, (iv) the Grant Prices of all outstanding Awards, and (v) the appropriate Fair Market Values determined for such Awards shall each be adjusted proportionately by the Board as appropriate to reflect such transaction.

(d) In the event of a corporate merger, consolidation, acquisition of property or stock, separation, reorganization or liquidation, the Board may make such adjustments to Awards or other provisions for the disposition of Awards as it deems equitable, and shall be authorized, in its sole discretion: (i) to provide for the substitution of a new Award or other arrangement (which, if applicable, may be exercisable for such property or stock as the Board determines) for an Award or the assumption of the Award, regardless of whether in a transaction to which Code § 424(a) applies; (ii) to provide, prior to the transaction, for the acceleration of the vesting and exercisability

of, or lapse of restrictions with respect to, the Award; or (iii) to cancel any such Awards and to deliver to the Participants cash in an amount that the Board shall determine in its sole discretion is equal to the fair market value of such Awards on the date of such event, which in the case of Options or Stock Appreciation Rights shall be the excess of the Fair Market Value of Common Stock on such date over the exercise price of such Award. For the avoidance of doubt, if the exercise price is less than Fair Market Value the Option or Stock Appreciation Right may be canceled for no consideration.

(e) Notwithstanding the foregoing: (i) any adjustments made pursuant to this paragraph 14 to Awards that are considered "deferred compensation" within the meaning of Code § 409A shall be made in a manner which is intended to not result in accelerated or additional tax to a Participant pursuant to Code § 409A and (ii) any adjustments made pursuant to this paragraph 14 to Awards that are not considered "deferred compensation" subject to Code § 409A shall be made in such a manner intended to ensure that after such adjustment, the Awards either: (A) continue not to be subject to Code § 409A; or (B) do not result in accelerated or additional tax to a Participant pursuant to Code § 409A.

15. *Restrictions* . No Common Stock or other form of payment shall be issued and no payment shall be made with respect to any Award unless the Corporation shall be satisfied based on the advice of its counsel that such issuance will be in compliance with the rules of any securities exchange on which the Common Stock is listed and applicable laws, including United States federal and state securities laws. Certificates (if any) or other writings evidencing shares of Common Stock delivered under this Plan (to the extent that such shares are so evidenced) may be subject to such stop transfer orders and other restrictions as the Administrator may deem advisable under the rules, regulations, and other requirements of the Securities and Exchange Commission, any securities exchange or transaction reporting system upon which the Common Stock is then listed or to which it is admitted for quotation and any applicable federal or state securities law. The Administrator may cause a legend or legends to be placed upon such certificates or other writings to make appropriate reference to such restrictions.

16. *Unfunded Plan* . This Plan shall be unfunded. Although bookkeeping accounts may be established with respect to Participants who are entitled to cash, Common Stock or rights thereto under this Plan, any such accounts shall be used merely as a bookkeeping convenience. The Corporation shall not be required to segregate any assets that may at any time be represented by cash, Common Stock, or rights thereto, nor shall this Plan be construed as providing for such segregation, nor shall the Corporation, the Board, or the Committee be deemed to be a trustee of any cash, Common Stock, or rights thereto to be granted under this Plan. Any liability or obligation of the Corporation to any Participant with respect to an Award of cash, Common Stock, or rights thereto under this Plan shall be based solely upon any contractual obligations that may be created by this Plan and any Award Agreement, and no such liability or obligation of the Corporation shall be deemed to be secured by any pledge or other encumbrance on any property of the Corporation. Neither the Corporation nor the Board nor the Committee shall be required to give any security or bond for the performance of any obligation that may be created by this Plan.

17. *Code Section 409A* . This Plan is intended to provide compensation which is exempt from or which complies with Code § 409A, and ambiguous provisions of this Plan or any Award Agreeement, if any, shall be construed in a manner that would cause Awards to be compliant with

or exempt from the application of Code § 409A, as appropriate. For purposes of Code § 409A, each payment under this Plan shall be deemed to be a separate payment.

Notwithstanding any provision of this Plan to the contrary, if a Participant is a "specified employee" within the meaning of Code § 409A as of the date of such Participant's termination of employment and the Corporation determines, in good faith, that immediate payment of any amounts or benefits under this Plan would cause a violation of Code § 409A, then any amounts or benefits which are payable under this Plan upon the Participant's "separation from service" within the meaning of Code § 409A which: (i) are subject to the provisions of Code § 409A; (ii) are not otherwise excluded under Code § 409A; and (iii) would otherwise be payable during the first six-month period following such separation from service, shall be paid on the first business day next following the earlier of: (1) the date that is six months and one day following the date of termination; or (2) the date of the Participant's death.

18. *Governing Law* . This Plan and all determinations made and actions taken pursuant hereto, to the extent not otherwise governed by mandatory provisions of the Code or the securities laws of the United States, shall be governed by and construed in accordance with the laws of the State of Delaware.

19. *No Right to Employment* . Nothing in this Plan or an Award Agreement shall interfere with or limit in any way the right of the Corporation or a Subsidiary to terminate any Participant's employment or other service relationship at any time, nor confer upon any Participant any right to continue in the capacity in which he or she is employed or otherwise serves the Corporation or any Subsidiary.

20. *Successors* . All obligations of the Corporation under this Plan with respect to Awards granted hereunder shall be binding on any successor to the Corporation, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Corporation.

21. *Tax Consequences* . Nothing in this Plan or an Award Agreement shall constitute a representation by the Corporation to a Participant regarding the tax consequences of any Award received by a Participant under this Plan. Although the Corporation may endeavor to: (i) qualify a Performance Award for favorable United States or foreign tax treatment; or (ii) avoid adverse tax treatment (*e.g.* , under Code § 409A), the Corporation makes no representation to that effect and expressly disavows any covenant to maintain favorable or unavoidable tax treatment. The Corporation shall be unconstrained in its corporate activities without regard to the potential negative tax impact on holders of Performance Awards under this Plan.

22. *Non-United States Participants* . The Board or Committee may grant awards to persons outside the United States under such terms and conditions as may, in the judgment of the Board or Committee, as applicable, be necessary or advisable to comply with the laws of the applicable foreign jurisdictions and, to that end, may establish sub-plans, modified vesting, exercise or settlement procedures and other terms and procedures. Notwithstanding the above, neither the Board nor the Committee may take any actions under this Plan, and no Awards shall be granted, that would violate the Securities Exchange Act of 1934, the Code or any other applicable law.

23. *Effectiveness* . This Plan is effective June 30, 2011, subject to the completion of the spin-off of the Corporation from Marathon Oil Corporation. This Plan shall continue in effect for a term of ten years after the date on which the stockholders of the Corporation approve this Plan, unless sooner terminated by action of the Board.

Exhibit 21.1

MARATHON PETROLEUM CORPORATION

	Company Name	Jurisdiction of Organization
	Bonded Oil Company	Delaware
	Catlettsburg Refining, LLC	Delaware
*	Green Bay Terminal Corporation	Wisconsin
*	Johnston County Terminal, LLC	Delaware
*	LOCAP LLC	Delaware
	Mannheim Terminal and Warehousing Service Company	Illinois
	Marathon Canada Marketing, Ltd.	Delaware
	Marathon Carbon Management LLC	Delaware
	Marathon Domestic LLC	Delaware
	Marathon Petroleum Company Canada, Ltd.	Alberta
	Marathon Petroleum Company LP	Delaware
	Marathon Petroleum Service Company	Delaware
	Marathon Petroleum Supply LLC	Delaware
	Marathon Petroleum Trading Canada LLC	Delaware
	Marathon Pipe Line Company	Nevada
	Marathon Pipe Line LLC	Delaware
	Marathon PrePaid Card LLC	Ohio
	Marathon Renewable Fuels Corp.	Delaware
	Marathon Renewable Fuels LLC	Delaware
	Marathon Renewable Supply LLC	Delaware
	Mid-Valley Supply LLC	Delaware
	MPC Investment Fund, Inc.	Delaware
	MPC Investment LLC	Delaware
	MPL Investment LLC	Delaware
	Muskegon Pipeline LLC	Delaware
	NEC Ethanol LLC	Delaware
	Niles Properties LLC	Delaware
	Ohio River Pipe Line LLC	Delaware
	Omni Logistics LLC	Delaware
	Port Everglades Environmental Corp.	Florida
	Speedway Beverage LLC	Delaware
	Speedway LLC	Delaware
	Speedway Petroleum Corporation	Delaware
	Speedway Prepaid Card LLC	Ohio
	Speedway.com LLC	Delaware
	Starvin Marvin, Inc.	Delaware
	SuperAmerica Beverage LLC	Delaware
	SuperMom's LLC	Delaware

* Indicates a company that is not wholly owned directly or indirectly by Marathon Petroleum Corporation