

Preferred Stock bear to each other. Holders of shares of this Series shall not be entitled to any dividends, whether payable in cash, property or stock, in excess of full cumulative dividends, as herein provided, on this Series. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on this Series which may be in arrears.

(d) So long as any shares of this Series are outstanding, no dividend (other than a dividend in Common Stock or in any other stock of the Corporation ranking junior to this Series as to dividends and upon liquidation and other than as provided in Section 2(c)) shall be declared or paid or set aside for payment or other distribution declared or made upon the Common Stock or any other stock of the Corporation ranking junior to or on a parity with this Series as to dividends or upon liquidation, nor shall any Common Stock nor any other stock of the Corporation ranking junior to or on a parity with this Series as to dividends or upon liquidation be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any shares of any such stock) by the Corporation (except by conversion into or exchange for stock of the Corporation ranking junior to this Series as to dividends and upon liquidation) unless, in each case, the full cumulative dividends on all outstanding shares of this Series shall have been paid or contemporaneously are declared and paid for all past dividend periods.

(e) Dividends payable on this Series for each full quarterly dividend period shall be computed by dividing the annual dividend rate by four and multiplying by the initial liquidation preference of \$50.00 per share. Dividends payable on this Series for any period shorter or longer than a full quarterly dividend period, including for the initial dividend period, shall be computed on the basis of a 360-day year of twelve 30-day months.

### 3. *Optional Redemption; Provision for U.S. Steel Group Special Events; Related Provisions.*

(a) Except as provided in Section 3(b), the shares of this Series shall not be redeemable by the Corporation prior to April 1, 1996. On and after April 1, 1996, shares of this Series may, subject to the satisfaction of the condition set forth in the last sentence of this Section 3(a), be redeemed, in whole at any time or in part from time to time, at the option of the Corporation, out of funds legally available for such purpose, for cash in an amount equal to the following redemption prices per share if redeemed during the twelve-month period beginning April 1 of the year indicated below, upon giving notice as provided below:

Year	Redemption Price (As a percentage of Initial Liquidation preference)	Dollar Equivalent Per Share
1996	104.55%	\$52.275
1997	103.90	51.950
1998	103.25	51.625
1999	102.60	51.300
2000	101.95	50.975
2001	101.30	50.650
2002	100.65	50.325
2003 and thereafter	100.00	50.000

and thereafter at the initial liquidation preference of \$50.00 per share, plus, in each case, an amount equal to all accrued and unpaid dividends thereon to the date fixed for redemption. No shares of this Series may be redeemed in accordance with this Section 3(a) if the Corporation shall be advised on or prior to the related Redemption Date by either Moody's Investors Service, Inc. ("Moody's") (provided that Moody's is then rating the senior unsecured debt of the Corporation) or Standard & Poor's Corporation ("S&P") (provided that S&P is then rating the senior unsecured debt of the Corporation) that such redemption would result in an immediate lowering by Moody's or S&P, as the case may be, of the credit rating on the Corporation's senior unsecured debt from its then existing level, unless the Corporation shall have received from the issuance of common stock of the Corporation, since the date which is two years prior to the related Redemption Date, net proceeds in an aggregate amount at least equal to the product of the initial liquidation preference of \$50.00 per share times the number of shares of this Series to be redeemed.

shares of this Series shall be redeemed by the Corporation, in whole, out of funds available for such purpose, for cash in an amount equal to the Redemption Price if any of the following events with respect to the U.S. Steel Group occur (such events, collectively, the "U.S. Steel Group Special Events"):

(A) (1) The Corporation exchanges all of the outstanding shares of Steel Stock for all of the outstanding shares of common stock of the U.S. Steel Group Subsidiary (as provided in Section 2(b)(iii) of Division I of the Certificate of Incorporation) (the "Steel Group Subsidiary Exchange") or (2) in the event of a Disposition of all or substantially all of the properties and assets of the U.S. Steel Group, the Corporation either pays a dividend on the Steel Stock in, or redeems a number of shares of Steel Stock for, an amount equal to the Net Proceeds of such Disposition (as provided in Section 2(b)(i)(A) or Section 2(b)(i)(B), respectively, of Division I of the Certificate of Incorporation) (the "Steel Group Disposition Dividend" or the "Steel Group Disposition Redemption", respectively); or

(B) The Corporation pays a dividend on, or the Corporation or any of its Subsidiaries consummates a tender offer or exchange offer for, shares of Steel Stock and the aggregate amount of such dividend or the consideration paid in such tender offer or exchange offer is an amount equal to all or substantially all of the properties and assets of the U.S. Steel Group (the "Steel Group Special Dividend" or the "Steel Group Tender or Exchange Offer", respectively); provided that the calculation of all or substantially all of the properties and assets of the U.S. Steel Group shall be made without giving effect to any money borrowed by the Corporation or any of its Subsidiaries in connection with such dividend or tender offer or exchange offer, as the case may be.

The Redemption Date of shares of this Series pursuant to this Section 3(b)(i) shall be, if the applicable U.S. Steel Group Special Event is (I) the Steel Group Subsidiary Exchange, the date of such exchange, (II) the Steel Group Disposition Dividend or the Steel Group Special Dividend, the date such dividend is paid, (III) the Steel Group Disposition Redemption, the date of such redemption or (IV) the Steel Group Tender or Exchange Offer, the date such tender offer or exchange offer is consummated. Notwithstanding anything to the contrary contained in this Section 3(b)(i), any redemption pursuant to this Section 3(b)(i) shall be conditioned upon the actual exchange of Steel Stock for shares of common stock of the U.S. Steel Group Subsidiary, payment of the Steel Group Disposition Dividend or the amount due as a result of the Steel Group Disposition Redemption (in each case in the required kind of capital stock, cash, securities and/or other property), payment of the Steel Group Special Dividend or the consummation of the Steel Group Tender or Exchange Offer, as the case may be.

(ii) The shares of this Series shall be redeemed by the Corporation, in whole, out of funds legally available for such purpose, for cash in an amount equal to the Redemption Price if following the Disposition of all or substantially all of the properties and assets of the U.S. Steel Group, the Corporation exchanges all of the outstanding shares of Steel Stock for Marathon Stock (as provided in Section 2(b)(i)(C) of Division I of the Certificate of Incorporation) and, at any time subsequent to such exchange, any of the following events with respect to the Marathon Group occur (such events, collectively, the "Marathon Group Special Events"):

(A) The Corporation exchanges all of the outstanding shares of Marathon Stock for all of the outstanding shares of common stock of the Marathon Group Subsidiary (as provided in Section 2(a)(i) of Division I of the Certificate of Incorporation) (the "Marathon Group Subsidiary Exchange"); or

(B) The Corporation pays a dividend on, or the Corporation or any of its Subsidiaries consummates a tender offer or exchange offer for, shares of Marathon Stock and the aggregate amount of such dividend or the consideration paid in such tender offer or exchange offer is an amount equal to all or substantially all of the properties and assets of the Marathon Group (the "Marathon Group Special Dividend" or the "Marathon Group Tender or Exchange Offer", respectively); provided that the calculation of all or substantially all of the properties and assets of the Marathon Group shall be made without giving effect to any money borrowed by the Corporation or any of its Subsidiaries in connection with such dividend or tender offer or

exchange offer, as the case may be; provided, further, that, at the time of the payment of such dividend on, or the consummation of such tender or exchange offer for, Marathon Stock, there is another class of common stock, other than Marathon Stock, of the Corporation then outstanding.

The Redemption Date of shares of this Series pursuant to this Section 3(b)(ii) shall be, if the applicable Marathon Group Special Event is (I) the Marathon Group Subsidiary Exchange, the date of such exchange, (II) the Marathon Group Special Dividend, the date such dividend is paid or (III) the Marathon Group Tender or Exchange Offer, the date such tender offer or exchange offer is consummated. Notwithstanding anything to the contrary contained in this Section 3(b)(ii), any redemption pursuant to this Section 3(b)(ii) shall be conditioned upon the actual exchange of Marathon Stock for shares of common stock of the Marathon Group Subsidiary, payment of the Marathon Group Special Dividend or the consummation of the Marathon Group Tender or Exchange Offer, as the case may be.

(c) The following general redemption provisions shall apply, as the context requires, to any redemption of any shares of this Series pursuant to this Section 3:

(i) In the event that fewer than all the outstanding shares of this Series are to be redeemed, the number of shares to be redeemed shall be determined by the Board of Directors and the shares to be redeemed shall be determined by lot or pro rata as may be determined by the Board of Directors or by any other method as may be determined by the Board of Directors in its sole discretion to be equitable, provided that the Corporation may redeem any number of shares of this Series owned by holders whose aggregate holdings of such shares do not exceed 100 as may be specified by the Corporation.

(ii) In the event the Corporation shall redeem shares of this Series pursuant to this Section 3, notice of such redemption shall be given, (x) if such redemption is a result of the Steel Group Tender or Exchange Offer or the Marathon Group Tender or Exchange Offer, on the date of the public announcement of such tender offer or exchange offer by the Corporation or any of its Subsidiaries, but in any event not less than 30 days prior to such redemption, and on the date of the public announcement of any extension thereof, (y) if such redemption is a result of the Steel Group Disposition Dividend or the Steel Group Disposition Redemption, on a date not less than 45 days prior to the date selected by the Board of Directors for the payment of such dividend or such redemption and (z) otherwise, on a date at least 30 days but not more than 60 days prior to the date fixed for such redemption by the Board of Directors, in each case to each holder of record of the shares of this Series to be redeemed. Such notice shall be given by first class mail, postage prepaid, at such holder's address as the same appears on the stock transfer books of the Corporation. Neither the failure to mail, to any particular holder, any notice required by this Section 3(c)(ii) nor any defect therein or in the mailing thereof, shall affect the sufficiency of the notice or the validity of the proceedings for redemption with respect to any other holder. Any notice which was mailed in the manner herein provided shall be conclusively presumed to have been duly given on the date mailed whether or not the holder receives the notice. Each such notice shall state, as appropriate: (A) the Redemption Date; (B) the number of shares of this Series to be redeemed and, if fewer than all the shares held by such holder are to be redeemed, the number of such shares to be redeemed from such holder; (C) the Redemption Price to be paid in respect of the redemption; (D) the place or places where certificates for such shares are to be surrendered for the payment of the Redemption Price; (E) the then current Conversion Price and, if any event then known to the Corporation will result in an adjustment to the Conversion Price on or prior to the Redemption Date, such adjusted Conversion Price and the date of such adjustment; (F) if such redemption of shares of this Series is the result of a U.S. Steel Group Special Event or a Marathon Group Special Event, that such redemption is conditioned upon the occurrence of the applicable U.S. Steel Group Special Event or Marathon Group Special Event and if that U.S. Steel Group Special Event is the Steel Group Disposition Dividend or the Steel Group Disposition Redemption, the last date on which the shares of this Series may be converted into shares of Steel Stock, determined as set forth in Section 4(a); and (G) that dividends on the shares of this Series to be redeemed shall cease to accrue on the Redemption Date, provided that if such redemption of shares of this Series is the result of a U.S. Steel Group Special Event or a Marathon Group Special Event, the conditions to such redemption shall have been satisfied.

(iii) Notice having been given as provided in Section 3(c)(ii), from and after the Redemption Date (unless default shall be made by the Corporation in providing an adequate amount of money

redemption pursuant to Section 3 shall terminate at the close of business on the related Redemption Date, unless the Corporation shall default in making payment of any moneys payable upon such redemption under Section 3 or, if the redemption of shares of this Series is the result of a Steel Group Special Event or a Marathon Group Special Event, the conditions to such redemption shall not have been satisfied; and, provided, further, that if the Corporation has given notice of a redemption pursuant to Section 3(c) which is conditioned on the occurrence of the Steel Group Disposition Dividend or the Steel Group Disposition Redemption, the right to convert shares of this Series shall terminate on the 31st day prior to the date selected by the Board of Directors for such redemption. Any holder of any share or shares of this Series may only convert whole shares of this Series and the Corporation shall not be obligated to issue any fractional shares of this Series.

(b) In order to exercise the conversion right, the holder of any shares of this Series to be converted shall surrender the certificate representing such shares, duly endorsed or assigned to the Corporation or in blank, at the office of the Transfer Agent, accompanied by written notice to the Corporation that the holder thereof elects to convert such shares or a specified portion thereof. Unless the shares issuable on conversion are to be issued in the same name as the name in which such shares of this Series are registered, any shares surrendered for conversion shall be accompanied by instruments of transfer, in form satisfactory to the Corporation, duly executed by the holder or such holder's duly authorized attorney and an amount sufficient to pay any transfer or similar tax (or evidence reasonably satisfactory to the Corporation demonstrating that such taxes have been paid).

Holders of shares of this Series at the close of business on a record date for determining stockholders entitled to receive a dividend shall be entitled to receive the dividend payable on such shares on the corresponding dividend payment date (except that holders of shares called for redemption on a Redemption Date between such record date and the dividend payment date shall not be entitled to receive such dividend on such dividend payment date) notwithstanding the conversion thereof following such dividend record date and prior to such dividend payment date. However, shares of this Series surrendered for conversion during the period between the close of business on any dividend record date and the opening of business on the corresponding dividend payment date (except shares called for redemption on a Redemption Date during such period) must be accompanied by payment of an amount equal to the dividend payable on such shares on such dividend payment date. A holder of shares of this Series on a dividend record date who (or whose transferee) tenders any such shares for conversion into shares of Steel Stock on a dividend payment date will receive the dividend payable by the Corporation on such shares of this Series on such date, and the converting holder need not include payment of the amount of such dividend upon surrender of such shares for conversion. Except as provided above, the Corporation shall make no payment or allowance for unpaid dividends, whether or not in arrears, on converted shares or for dividends on the shares of Steel Stock issued upon such conversion.

As promptly as practicable after the surrender of certificates for shares of this Series as aforesaid, the Corporation shall issue and shall deliver at such office to such holder, or on such holder's written order, a certificate or certificates for the number of full shares of Steel Stock issuable upon the conversion of such shares in accordance with the provisions of this Section 4, and any fractional interest in respect of a share of Steel Stock arising upon such conversion shall be settled as provided in Section 4(c).

Each conversion shall be deemed to have been effected immediately prior to the close of business on the date on which the certificates for shares of this Series shall have been surrendered and the notice referred to in the third preceding paragraph (and, if applicable, payment of an amount equal to the dividend payable on such shares as described in the second preceding paragraph) received by the Corporation as aforesaid, and the person or persons in whose name or names any certificate or certificates for shares of Steel Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares represented thereby at such time on such date and such conversion shall be at the Conversion Price in effect at such time on such date.

(c) No fractional shares or scrip representing fractions of shares of Steel Stock or any other common stock of the Corporation shall be issued upon conversion of any share of this Series. Instead of any fractional interest in a share of Steel Stock or such other common stock that would otherwise be deliverable upon the conversion of a share of this Series, the Corporation shall pay to the holder

shall be an amount in cash based upon the Closing Price of Steel Stock or such other common stock on the Trading Day immediately preceding the date of conversion. If more than one share shall be surrendered for conversion at one time by the same holder, the number of full shares of Steel Stock or such other common stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of this Series so surrendered.

(d) The Conversion Price per share of Steel Stock shall be adjusted from time to time as follows:

(i) If the Corporation shall after the date on which shares of this Series are initially issued (A) pay a dividend or make a distribution on any class of its capital stock in shares of Steel Stock, (B) subdivide the outstanding Steel Stock into a greater number of shares or (C) combine the outstanding Steel Stock into a smaller number of shares, then the Conversion Price in effect at the opening of business on the day next following the date fixed for the determination of stockholders entitled to receive such dividend or distribution or at the opening of business on the day next following the day on which such subdivision or combination becomes effective, as the case may be, shall be adjusted so that the holder of any share of this Series thereafter surrendered for conversion shall be entitled to receive the number of shares of Steel Stock that such holder would have owned or have been entitled to receive after the happening of any of the events described above had such share been converted immediately prior to the record date in the case of a dividend or distribution or the effective date in the case of a subdivision or combination. An adjustment made pursuant to this Section 4(d)(i) shall become effective immediately after the opening of business on the day next following the record date (except as provided in Section 4(m)) in the case of a dividend or distribution and shall become effective immediately after the opening of business on the day next following the effective date in the case of a subdivision or combination.

(ii) If the Corporation shall issue after the date on which shares of this Series are initially issued rights or warrants (other than any rights or warrants (including the Rights) referred to in Section 4(d)(iii) below) to all holders of Steel Stock entitling them (for a period expiring within 45 days after the record date mentioned below) to subscribe for or purchase Steel Stock at a price per share less than the Current Market Price per share of Steel Stock on the record date for the determination of stockholders entitled to receive such rights or warrants, then the Conversion Price in effect at the opening of business on the day next following such record date shall be adjusted to equal the price determined by multiplying (I) the Conversion Price in effect immediately prior to the opening of business on the day next following the date fixed for such determination by (II) a fraction, the numerator of which shall be the sum of (A) the number of shares of Steel Stock outstanding on the close of business on the date fixed for such determination and (B) the number of shares that the aggregate proceeds to the Corporation from the exercise of such rights or warrants for Steel Stock would purchase at such Current Market Price, and the denominator of which shall be the sum of (A) the number of shares of Steel Stock outstanding on the close of business on the date fixed for such determination and (B) the number of additional shares of Steel Stock offered for subscription or purchase pursuant to such rights or warrants. Such adjustment shall become effective immediately after the opening of business on the day next following such record date (except as provided in Section 4(m)). In determining whether any rights or warrants entitle the holders of Steel Stock to subscribe for or purchase shares of Steel Stock at less than the Current Market Price thereof, there shall be taken into account any consideration received by the Corporation upon issuance and upon exercise of such rights or warrants, the value of such consideration, if other than cash, to be determined by the Board of Directors.

(iii) If the Corporation shall distribute to all holders of the Steel Stock any shares of capital stock (other than common stock of the Corporation), evidences of indebtedness, cash or other assets of the Corporation (including securities, but excluding (w) any dividend or distribution referred to in Section 4(d)(i), (x) any rights or warrants referred to in Section 4(d)(ii) or in the second or third paragraph of this Section 4(d)(iii), (y) any dividend or distribution paid exclusively in cash or (z) any stocks, securities or other property received as a result of a transaction referred to in Section 4(f)) (any of the foregoing being hereinafter referred to in this Section 4(d)(iii) as the "Securities"), then in each such case the Conversion Price shall be adjusted so that it shall equal the price determined by multiplying (I) the Conversion Price in effect immediately prior to the close of business on the date fixed for the determination of stockholders entitled to receive such

distribution by (II) a fraction, the numerator of which shall be the Current Market Price per share of the Steel Stock on the record date mentioned below less the then fair market value (as determined by the Board of Directors) of the portion of the Securities so distributed to one share of Steel Stock, and the denominator of which shall be the Current Market Price per share of the Steel Stock on the record date mentioned below. Such adjustment shall become effective immediately at the opening of business on the day next following the record date for the determination of stockholders entitled to receive such distribution (except as provided in Section 4(m)).

With respect to the Amended and Restated Rights Agreement, dated as of October 1, 1992 (as amended or otherwise modified from time to time, the "Restated Rights Agreement"), between the Corporation and Mellon Bank, N.A. (terms used in this paragraph and not otherwise defined herein having the meanings set forth in the Restated Rights Agreement), the Conversion Price will be adjusted only when the Rights issuable pursuant thereto become exercisable after the Corporation's right of redemption thereunder has expired. Subject to the foregoing, upon the later to occur of the Distribution Date and a Section 11(a)(ii) Event (the "Adjustment Date"), the Conversion Price in effect at the opening of business on the Adjustment Date shall be adjusted to equal the price determined by multiplying such Conversion Price by a fraction the numerator of which shall be equal to the Current Market Price per share of the Steel Stock on the Trading Day immediately prior to the Adjustment Date less an amount equal to the quotient of (x) the aggregate fair market value on the Adjustment Date (as determined by the Board of Directors) of the Rights distributed under the Restated Rights Agreement divided by (y) the number of shares of Steel Stock outstanding on such day prior to the Adjustment Date and the denominator of which shall be equal to such Current Market Price per share of the Steel Stock. Such adjustment shall become effective immediately after the opening of business on the day next following such Adjustment Date.

In case the Corporation shall (other than pursuant to the Restated Rights Agreement) distribute rights or warrants to purchase Steel Stock pro rata to all holders of Steel Stock which rights or warrants are not at such time immediately exercisable but, upon the occurrence of a specified event or events ("Exercise Trigger Date") will become exercisable and once they become exercisable will entitle, or upon the occurrence of an additional specified event or events ("Price Trigger Date") will entitle, the holder thereof to purchase Steel Stock at a price per share of Steel Stock less than the Current Market Price of the Steel Stock on the Trading Day next succeeding the later of the Exercise Trigger Date or the Price Trigger Date ("Adjustment Trigger Date") and there shall have occurred such Adjustment Trigger Date, thus permitting the holders of such rights or warrants irrevocably to exercise any exchange, subscription or purchase rights conferred by such rights or warrants at a price per share of Steel Stock less than such Current Market Price, then the Conversion Price in effect at the opening of business on the Adjustment Trigger Date shall be adjusted by multiplying (I) such Conversion Price by (II) a fraction, the numerator of which shall be equal to the Current Market Price per share of the Steel Stock on the Trading Day immediately prior to the Adjustment Trigger Date less an amount equal to the quotient of (x) the aggregate fair market value on the Adjustment Trigger Date of the rights or warrants so distributed (as determined by the Board of Directors) divided by (y) the number of shares of Steel Stock outstanding on such day prior to the Adjustment Trigger Date and the denominator of which shall be equal to such Current Market Price per share of the Steel Stock. Such adjustment shall become effective immediately after the opening of business on the day next following such Adjustment Trigger Date.

(iv) If the Corporation shall, by dividend or otherwise, at any time distribute to all holders of the Steel Stock cash (excluding any regular quarterly dividend payable solely in cash, any cash that is distributed as part of a distribution requiring a Conversion Price adjustment pursuant to Section 4(d)(iii) and cash that is distributed in a merger or consolidation to which Section 4(f) applies) in an aggregate amount that, together with (A) the aggregate amount of any other distributions to all holders of the Steel Stock made exclusively in cash (to which this Section 4(d)(iv) would otherwise apply) within the 12 months preceding the date of payment of such distribution and in respect of which no Conversion Price adjustment has been made and (B) all Excess Purchase Payments in respect of each tender offer or exchange offer or other negotiated purchase for Steel Stock concluded by the Corporation or any of its Subsidiaries within the 12 months preceding the date of payment of such distribution and in respect of which no Conversion Price adjustment has been made, exceeds an amount equal to 12½% of the product of the

Current Market Price per share of Steel Stock on the date fixed for determination of holders of Steel Stock entitled to receive such distribution times the number of shares of Steel Stock outstanding on such date, then the Conversion Price shall be adjusted so that it shall equal the price determined by multiplying (I) such Conversion Price in effect immediately prior to the Conversion Price adjustment contemplated by this Section 4(d)(iv) by (II) a fraction the numerator of which shall be the Current Market Price per share of the Steel Stock on the date fixed for determination of holders of Steel Stock entitled to receive such distribution less the combined amount of such cash and such Excess Purchase Payments so distributed applicable to one share of Steel Stock and the denominator of which shall be such Current Market Price per share of the Steel Stock on such date of determination. Such adjustment shall become effective immediately prior to the opening of business on the day next following the date fixed for such determination.

(v) In case a tender offer or exchange offer or other negotiated purchase made by the Corporation or any of its Subsidiaries for all or any portion of the Steel Stock shall be consummated, if the aggregate amount of any Excess Purchase Payment, together with (A) the aggregate amount of any distributions made to all holders of Steel Stock made exclusively in cash (excluding any regular quarterly dividend payable solely in cash, any cash that is distributed as part of a distribution requiring a Conversion Price adjustment pursuant to Section 4(d)(iii) and cash that is distributed in a merger or consolidation to which Section 4(f) applies) within the 12 months preceding the consummation of such tender or exchange offer or other negotiated purchase and in respect of which no Conversion Price adjustment has been made, and (B) all other Excess Purchase Payments in respect of each tender or exchange offer or other negotiated purchase for Steel Stock concluded by the Corporation or any of its Subsidiaries within the 12 months preceding the consummation of such tender or exchange offer or other negotiated purchase and in respect of which no Conversion Price adjustment has been made, exceeds an amount equal to 12½% of the product of the Current Market Price per share of Steel Stock on the consummation date of such tender or exchange offer or other negotiated purchase (any such date, the "Purchase Date") times the number of shares of Steel Stock outstanding (including any tendered, exchanged or purchased shares) on such Purchase Date, then the Conversion Price shall be adjusted so that it shall equal the price determined by multiplying (I) such Conversion Price in effect immediately prior to such Purchase Date by (II) a fraction, the numerator of which shall be the Current Market Price per share of the Steel Stock on such Purchase Date less the combined amount of Excess Purchase Payments and such cash so distributed applicable to one share of Steel Stock and the denominator of which shall be such Current Market Price per share on such Purchase Date. Such adjustment shall become effective immediately prior to the opening of business on the day next following such Purchase Date.

(vi) The Corporation from time to time may reduce the Conversion Price by any amount for any period of at least 20 business days (or such other period as may then be required by applicable law), provided that the Board of Directors shall have determined that such reduction is in the best interests of the Corporation. No reduction in the Conversion Price pursuant to this Section 4(d)(vi) shall become effective unless the Corporation shall have mailed a notice, at least 15 days prior to the date on which such reduction is scheduled to become effective, to each holder of shares of this Series. Such notice shall be given by first class mail, postage prepaid, at such holder's address as the same appears on the stock transfer books of the Corporation. Such notice shall state the amount per share by which the Conversion Price will be reduced and the period for which such reduction will be in effect.

(vii) The Corporation may make such reductions in the Conversion Price, in addition to those required by Sections 4(d)(i) through (v), as the Board determines to be necessary in order that any event treated for Federal income tax purposes as a dividend of stock or stock rights will not be taxable to the recipients; provided that any such reduction shall not be effective until written evidence of the action of the Board authorizing such reduction shall be filed with the Secretary of the Corporation and notice thereof shall have been given by first class mail, postage prepaid, to each holder of shares of this Series at such holder's address as the same appears on the stock transfer books of the Corporation.

(e) No adjustment in the Conversion Price shall be required unless such adjustment would require a cumulative increase or decrease of at least 1% in such price; provided, however, that any adjustments that by reason of this Section 4(e) are not required to be made shall be carried forward

and taken into account in any subsequent adjustment until made; and provided, further, that any adjustment shall be required and made in accordance with the provisions of this Section 4 (other than this Section 4(e)) not later than such time as may be required in order to preserve the tax-free nature of a distribution to the holders of shares of Steel Stock or any other common stock into which shares of this Series are convertible. Notwithstanding any other provisions of this Section 4, the Corporation shall not be required to make any adjustment of any Conversion Price established hereunder for the issuance of any shares of common stock of the Corporation (including Steel Stock) pursuant to any plan providing for the reinvestment of dividends or interest payable on securities of the Corporation and the investment of additional optional amounts in shares of such common stock under such plan. All calculations under this Section 4 shall be made to the nearest 1/100 of a cent (with \$.00005 being rounded upward) or to the nearest 1/10,000 of a share (with .00005 of a share being rounded upward), as the case may be.

(f) If the Corporation shall be a party to any transaction (including without limitation a merger or consolidation of the Corporation and excluding any transaction as to which Sections 4(d)(i) through (vi) apply), in each case as a result of which shares of Steel Stock shall be converted into the right to receive stock, securities or other property (including cash or any combination thereof), (each of the foregoing being referred to herein as a "Transaction"), each share of this Series which is not converted into the right to receive stock, securities or other property in connection with such Transaction shall thereafter be convertible into the kind and amount of shares of stock, securities and other property (including cash or any combination thereof) receivable upon the consummation of such Transaction by a holder of that number of shares or fraction thereof of Steel Stock into which one share of this Series was convertible immediately prior to such Transaction, assuming such holder of Steel Stock (i) is not a person with which the Corporation consolidated or into which the Corporation merged or which merged into the Corporation or to which such sale or transfer was made, as the case may be (a "Constituent Person"), or an affiliate of a Constituent Person and (ii) failed to exercise his rights of election, if any, as to the kind or amount of stock, securities and other property (including cash) receivable upon such Transaction (provided that if the kind or amount of stock, securities and other property (including cash) receivable upon such Transaction is not the same for each share of Steel Stock of the Corporation held immediately prior to such Transaction by other than a Constituent Person or an affiliate thereof and in respect of which such rights of election shall not have been exercised ("non-electing share"), then for the purpose of this Section 4(f) the kind and amount of stock, securities and other property (including cash) receivable upon such Transaction by each non-electing share shall be deemed to be the kind and amount so receivable per share by a plurality of the non-electing shares). The Corporation shall not be a party to any Transaction unless the terms of such Transaction are consistent with the provisions of this Section 4(f) and it shall not consent or agree to the occurrence of any Transaction until the Corporation has entered into an agreement with the other party or parties to such transaction for the benefit of the holders of shares of this Series that will contain provisions enabling the holders of such shares that remain outstanding after such Transaction to convert into the consideration received by holders of Steel Stock at the Conversion Price in effect immediately prior to such Transaction. The provisions of this Section 4(f) shall similarly apply to successive Transactions.

(g) The reclassification of common stock into which shares of this Series are then convertible into securities which include securities other than such common stock (other than any reclassification upon a consolidation or merger to which Section 4(f) applies), shall be deemed to involve (i) a distribution of such securities other than such common stock to all holders of such common stock (and the effective date of such reclassification shall be deemed to be "the date fixed for the determination of stockholders entitled to receive such distribution") and (ii) a subdivision or combination, as the case may be, of the number of shares of such common stock outstanding immediately prior to such reclassification into the number of shares of such common stock outstanding immediately thereafter (and the effective date of such reclassification shall be deemed to be the effective date of such subdivision or combination).

(h) If the Corporation shall, by dividend or otherwise, distribute to all holders of Steel Stock or other class of common stock into which shares of this Series are then convertible shares of common stock other than Steel Stock or any class of common stock into which shares of this Series are then convertible, each share of this Series shall be convertible, in addition to the number of shares of Steel Stock and/or such other common stock into which such share is then convertible, into the number of shares of such other common stock receivable upon payment of such distribution to a holder of that number of shares or fraction thereof of Steel Stock or such other common stock into which one share

This Series was convertible immediately prior to the record date fixed for the determination of stockholders entitled to receive such distribution. Shares of this Series shall become so convertible immediately after the opening of business on the day next following such record date (except as provided in Section 4(m)). In addition, a Conversion Price shall be established with respect to such common stock in an amount equal to the quotient of (i) the initial liquidation preference of \$50.00 per share of this Series divided by (ii) the number of shares or fraction thereof of such common stock that a holder of one share of Steel Stock or such other common stock into which shares of this Series are then convertible would be entitled to receive on the payment date for such distribution from and after any such date of determination of stockholders entitled to receive such distribution and, thereafter, Conversion Price adjustments as nearly as equivalent in type as may be practicable to the adjustments pursuant to Sections 4(d) through (f) which are to be made in respect of Steel Stock shall be made in respect of shares of such common stock. Notwithstanding the foregoing and the provisions of Section 4(d)(iii), if the Corporation shall make such a distribution in common stock and, thereafter, all of the shares of such common stock cease to be outstanding, on the date such shares of common stock cease to be outstanding (x) the shares of this Series shall cease to be convertible into shares of such common stock, (y) a distribution of shares of such common stock shall be deemed to have occurred on such date and (z) the Conversion Price for the class of common stock upon which such distribution was made, or if no shares of such class are then outstanding because shares of such class were exchanged for shares of another class of common stock, of such other class of common stock, shall be adjusted in the manner set forth in Section 4(d)(iii) to the same extent as if shares of the common stock in which such distribution was made were within the meaning of the term "Securities" in Section 4(d)(iii).

(i) After the date, if any, on which all outstanding shares of Steel Stock or of any other common stock into which shares of this Series are then convertible are exchanged for shares of another class of common stock (as provided in the Certificate of Incorporation), each share of this Series shall thereafter be convertible into the number of shares of such other class of common stock receivable upon such exchange by a holder of that number of shares or fraction thereof of Steel Stock and/or such other common stock into which shares of this Series are then convertible into which one share of this Series was convertible immediately prior to such exchange. From and after any such exchange, Conversion Price adjustments as nearly equivalent as may be practicable to the adjustments pursuant to Sections 4(d) through 4(h) which, prior to such exchange, were made in respect of Steel Stock and/or such other common stock into which shares of this Series are then convertible shall instead be made pursuant to such Sections 4(d) through 4(h) in respect of shares of such other class of common stock.

(j) Subject to the provisions of Section 4(k), if:

(i) the Corporation takes any action that would require an adjustment of the Conversion Price pursuant to Sections 4(d) through (i); or

(ii) there shall be any consolidation or merger to which the Corporation is a party and for which approval of any stockholders of the Corporation is required, or the sale or transfer of all or substantially all of the assets of the Corporation or the U.S. Steel Group; or

(iii) there shall occur the voluntary or involuntary liquidation, dissolution or winding up of the Corporation; or

(iv) the Corporation or any of its Subsidiaries shall commence a tender offer or exchange offer for all or a portion of the outstanding shares of Steel Stock (or shall amend any such tender or exchange offer),

then the Corporation shall cause to be filed with the Transfer Agent and shall cause to be mailed to the holders of shares of this Series at their addresses as shown on the stock transfer books of the Corporation, as promptly as possible, but at least 15 days prior to the earliest applicable date hereinafter specified, a notice stating, as applicable, (A) the proposed record date for a dividend or distribution or the proposed effective date of a consolidation, merger, sale, transfer, liquidation, dissolution or winding up, (B) the date as of which it is expected that holders of Steel Stock of record shall be entitled to exchange their shares of Steel Stock for securities or other property, if any, deliverable upon such consolidation, merger, sale, transfer, liquidation, dissolution or winding up or (C) the date on which such tender or exchange offer commenced, the date on

which such tender or exchange offer is scheduled to expire unless extended, the consideration offered and the other material terms thereof (or the material terms of any amendment thereto). Failure to give or receive such notice or any defect therein shall not affect the legality or validity of the related transaction.

(k) If the Corporation Intends:

(i) to effect a U.S. Steel Group Special Event or a Marathon Group Special Event; or

(ii) exchange shares of Steel Stock for Marathon Stock or Delhi Stock following a Disposition of all or substantially all of the properties and assets of the U.S. Steel Group,

then the Corporation shall cause to be filed with the Transfer Agent and shall cause to be mailed to the holders of shares of this Series at their addresses as shown on the stock transfer books of the Corporation, not less than 45 days prior to the Steel Group Disposition Dividend or the Steel Group Disposition Redemption and not less than 30 days prior to any other U.S. Steel Group Special Event, any Marathon Group Special Event or any such exchange of Steel Stock for shares of Marathon Stock or Delhi Stock, a notice stating, as applicable, (A) the record date for any dividend that is a U.S. Steel Group Special Event or a Marathon Group Special Event, (B) the date on which any redemption or exchange that is a U.S. Steel Group Special Event, a Marathon Group Special Event or an exchange of Steel Stock for shares of Marathon Stock or Delhi Stock is expected to become effective, and the date as of which it is expected that holders of record of Steel Stock or Marathon Stock shall be entitled to exchange their shares of Steel Stock or Marathon Stock, respectively, for securities or other property deliverable upon such redemption or exchange or (C) the date on which the Steel Group Tender or Exchange Offer or the Marathon Group Tender or Exchange Offer commenced, the consideration offered and the other material terms thereof (or the material terms of any amendment thereto). In addition, from and after any exchange of Steel Stock for Delhi Stock, effected in accordance with Section 2(b)(i) of Division I of the Certificate of Incorporation, the Corporation shall give similar notice of its intention to exchange Delhi Stock for shares of the Delhi Group Subsidiary, if Steel Stock has been exchanged therefor, or to pay a dividend on, or redeem shares of, Delhi Stock following the Disposition of all or substantially all of the properties and assets of the Delhi Group. Failure to give or receive any such notice or any defect therein shall not affect the legality or validity of the related transaction. In the event of any conflict between the notice provisions of this paragraph (k) and paragraph (j) above, the notice provisions of this paragraph (k) shall govern.

(l) Whenever the Conversion Price is adjusted as herein provided, the Corporation shall promptly file with the Transfer Agent an officer's certificate setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment, which certificate shall be prima facie evidence of the correctness of such adjustment. Promptly after delivery of such certificate, the Corporation shall prepare a notice of such adjustment of the Conversion Price setting forth the adjusted Conversion Price and the effective date of such adjustment and shall send such notice of such adjustment of the Conversion Price by first class mail, postage prepaid, to the holder of each share of this Series at such holder's address as the same appears on the stock transfer books of the Corporation.

(m) In any case in which Section 4(d) or 4(h) provides that an adjustment shall become effective on the day next following a record date for an event, the Corporation may defer until the occurrence of such event (A) issuing to the holder of any share of this Series converted after such record date and before the occurrence of such event the additional shares of Steel Stock or any other common stock of the Corporation issuable upon such conversion by reason of the adjustment required by such event over and above the number of shares of Steel Stock or such other common stock issuable upon such conversion before giving effect to such adjustment and (B) paying to such holder any amount in cash in lieu of any fraction thereof pursuant to Section 4(c).

(n) For purposes of this Section 4, the number of shares of Steel Stock or any other common stock of the Corporation at any time outstanding shall not include any shares of Steel Stock or such other common stock then owned or held by or for the account of Corporation. The Corporation shall not pay a dividend or make any distribution on shares of Steel Stock or such other common stock held in the treasury of the Corporation.

(o) There shall be no adjustment of the Conversion Price in case of the issuance of any stock of the Corporation in a reorganization, acquisition or other similar transaction except as specifically set forth in this Section 4. If any action or transaction would require adjustment of any Conversion Price established hereunder pursuant to more than one paragraph of this Section 4, only the adjustment which would result in the largest reduction of such Conversion Price shall be made.

(p) The Corporation covenants that it will at all times reserve and keep available, free from preemptive rights, out of the aggregate of its authorized but unissued shares of Steel Stock and/or, if the shares of this Series are then convertible into other common stock of the Corporation, such other common stock, or its issued shares of Steel Stock or such other common stock, as the case may be, held in its treasury, or both, for the purpose of effecting conversion of shares of this series, the full number of shares of Steel Stock or such other common stock deliverable upon the conversion of all outstanding shares of this Series not theretofore converted. For purposes of this Section 4(p), the number of shares of Steel Stock or such other common stock that shall be deliverable upon the conversion of all outstanding shares of this Series shall be computed as if at the time of computation all such outstanding shares were held by a single holder.

The Corporation covenants that any shares of Steel Stock or other common stock of the Corporation issued upon conversion of shares of this Series shall be validly issued, fully paid and nonassessable.

The Corporation shall endeavor to list the shares of Steel Stock or other common stock of the Corporation required to be delivered upon conversion of shares of this Series, prior to such delivery, upon each national securities exchange, if any, upon which the outstanding Steel Stock or such other common stock is listed at the time of such delivery.

Prior to the delivery of any securities that the Corporation shall be obligated to deliver upon conversion of shares of this Series, the Corporation shall endeavor to comply with all federal and state laws and regulations thereunder requiring the registration of such securities with, or any approval of or consent to the delivery thereof by, any governmental authority.

(q) The Corporation will pay any and all documentary, stamp or similar issue or transfer taxes payable in respect of the issue or delivery of shares of Steel Stock or other securities or property on conversion of shares of this Series pursuant hereto; provided, however, that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issue or delivery of shares of Steel Stock or other securities or property in a name other than that of the holder of such shares to be converted and no such issue or delivery shall be made unless and until the person requesting such issue or delivery has paid to the Corporation the amount of any such tax or established, to the reasonable satisfaction of the Corporation, that such tax has been paid.

5. *Voting.* The shares of this Series shall not have any voting powers, either general or special, except that:

(a) Unless the vote or consent of the holders of a greater number of shares shall then be required by law, the consent of the holders of at least 66% of all of the shares of this Series at the time outstanding, given in person or by proxy, either in writing or by a vote at a meeting called for the purpose at which the holders of shares of this Series shall vote together as a separate class, shall be necessary for authorizing, effecting or validating the amendment, alteration or repeal of any of the provisions of the Certificate of Incorporation or of any certificate amendatory thereof or supplemental thereto (including any Certificate of Designation and Terms or any similar document relating to any series of Preferred Stock) so as to affect adversely the powers, preferences, or rights, of this Series. The increase of the authorized amount of the Preferred Stock, or the creation or authorization of any shares of any other class of stock of the Corporation ranking prior to or on a parity with the shares of this Series as to dividends or upon liquidation, or the reclassification of any authorized stock of the Corporation into any such parity shares, or the creation or authorization of any obligation or security convertible into or evidencing the right to purchase any such prior or parity shares shall not be deemed to affect adversely the powers, preferences or rights of this Series.

(b) Unless the vote or consent of the holders of a greater number of shares shall then be required by law, the consent of the holders of at least 66% of all of the shares of this Series and all other series of Preferred Stock ranking on a parity with shares of this Series, either as to dividends or upon

liquidation, at the time outstanding, given in person or by proxy, either in writing or by a vote at a meeting called for the purpose at which the holders of shares of this Series and such other series of Preferred Stock shall vote together as a single class without regard to series, shall be necessary for authorizing, effecting or validating the issuance of any shares of any class of stock of the Corporation ranking prior to the shares of this Series as to dividends or upon liquidation, or the reclassification of any outstanding stock of the Corporation into any such prior shares, or the issuance of any obligation or security convertible into or evidencing the right to purchase any such prior shares.

(c) Unless the vote or consent of the holders of a greater number of shares shall then be required by law, the consent of the holders of at least a majority of all of the shares of this Series and all other series of Preferred Stock ranking on a parity with this Series, either as to dividends or upon liquidation, at the time outstanding, given in person or by proxy, either in writing or by a vote at a meeting called for the purpose at which the holders of shares of this Series and such other series of Preferred Stock shall vote together as a single class without regard to series, shall be necessary for authorizing, effecting or validating the merger or consolidation of the Corporation into or with any other corporation if such merger or consolidation would adversely affect the powers, preferences or rights of this Series or such other series of Preferred Stock or if, after such merger or consolidation, there shall be outstanding any shares of any class of stock ranking prior to the shares of this Series as to dividends or upon liquidation or any obligation or security convertible into or evidencing the right to purchase any such prior shares (except such stock, securities or obligations of the Corporation as may have been outstanding immediately preceding such merger or consolidation).

(d) If, on the date used to determine stockholders of record for any meeting of stockholders for the election of directors, a default in preference dividends on the Preferred Stock shall exist, the number of directors constituting the Board of Directors shall be increased by two, and the holders of the Preferred Stock of all series (whether or not the holders of such series of Preferred Stock would be entitled to vote for the election of directors if such default in preference dividends did not exist), shall have the right at such meeting, voting together as a single class without regard to series, to the exclusion of the holders of Common Stock of the Corporation, to elect two directors of the Corporation to fill such newly created directorships. Each director elected by the holders of shares of Preferred Stock (herein called a "Preferred Director"), shall continue to serve as such director for the full term for which such director shall have been elected, notwithstanding that prior to the end of such term a default in preference dividends shall cease to exist. Any Preferred Director may be removed without cause by, and shall not be removed without cause except by, the vote of the holders of record of the outstanding shares of Preferred Stock, voting together as a single class without regard to series, at a meeting of the stockholders, or of the holders of shares of Preferred Stock, called for the purpose. So long as a default in any preference dividends on the Preferred Stock shall exist (A) any vacancy in the office of a Preferred Director may be filled (except as provided in the following clause (B)) by an instrument in writing signed by the remaining Preferred Director and filed with the Corporation and (B) in the case of the removal of any Preferred Director, the vacancy may be filled by the vote of the holders of the outstanding shares of Preferred Stock, voting together as a single class without regard to series, at the same meeting at which such removal shall be voted. Each director appointed as aforesaid by the remaining Preferred Director shall be deemed, for all purposes hereof, to be a Preferred Director. Whenever the term of office of the Preferred Directors shall end and no default in preference dividends shall exist, the number of directors constituting the Board of Directors shall be reduced by two. For the purposes hereof, a "default in preference dividends" on the Preferred Stock shall be deemed to have occurred whenever the amount of accrued and unpaid dividends upon any series of the Preferred Stock shall be equivalent to six full quarterly dividends or more (whether or not consecutive), and, having so occurred, such default shall be deemed to exist thereafter until, but only until, all accrued dividends on all shares of Preferred Stock of each and every series then outstanding shall have been paid for all past dividend periods.

#### 6. Liquidation Rights.

(a) Upon the dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary, the holders of the shares of this Series shall be entitled to receive out of the assets of the Corporation available for distribution to stockholders, before any payment or distribution shall be made on any class of the common stock of the Corporation or on any other class of stock ranking

junior to the Preferred Stock upon liquidation, the amount of \$50 per share, plus a sum equal to all dividends (whether or not earned or declared) on such shares accrued and unpaid thereon to the date of final distribution.

(b) Neither the sale, lease or exchange (for cash, shares of stock, securities or other consideration) of all or substantially all the property and assets of the Corporation nor the merger or consolidation of the Corporation into or with any other corporation or the merger or consolidation of any other corporation into or with the Corporation, shall be deemed to be a dissolution, liquidation or winding up, voluntary or involuntary, for the purposes of this Section 6.

(c) After the payment to the holders of the shares of this Series of the full preferential amounts provided for in this Section 6, the holders of shares of this Series as such shall have no right or claim to any of the remaining assets of the Corporation.

(d) In the event the assets of the Corporation available for distribution to the holders of shares of this Series upon any dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary, shall be insufficient to pay in full all amounts to which such holders are entitled pursuant to Section 6(a), no such distribution shall be made on account of any shares of any other class or series of Preferred Stock ranking on a parity with the shares of this Series upon such dissolution, liquidation or winding up unless proportionate distributive amounts shall be paid on account of the shares of this Series, ratably, in proportion to the full distributable amounts for which holders of all such parity shares are respectively entitled upon such dissolution, liquidation or winding up.

**7. Ranking.** For purposes of this resolution, any stock of any class or classes of the Corporation shall be deemed to rank:

(a) prior to the shares of this Series, either as to dividends or upon liquidation, if the holders of such class or classes shall be entitled to the receipt of dividends or of amounts distributable upon dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary, as the case may be, in preference or priority to the holders of shares of this Series;

(b) on a parity with the shares of this Series, either as to dividends or upon liquidation, whether or not the dividend rates, dividend payment dates or redemption or liquidation prices per share or sinking fund provisions, if any, be different from those of this Series, if the holders of such stock shall be entitled to the receipt of dividends or of amounts distributable upon dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary, as the case may be, in proportion to their respective dividend rates or liquidation prices, without preference or priority, one over the other, as between the holders of such stock and the holders of shares of this Series; and

(c) junior to shares of this Series, either as to dividends or upon liquidation, if such class or classes shall be the Series A Junior Preferred Stock issued by the Corporation pursuant to the Restated Rights Agreement or if such class or classes shall be any class of common stock of the Corporation or if the holders of shares of this Series shall be entitled to receipt of dividends or of amounts distributable upon dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary, as the case may be, in preference or priority to the holders of shares of such class or classes.

**8. Determinations by the Board of Directors.** Any determinations made by the Board of Directors of the Corporation under any provision of this Resolution shall be final and binding on all stockholders (including holders of shares of this Series) of the Corporation.

**9. Definitions.** Unless otherwise defined herein, terms used herein shall have the meanings assigned to them in Division I of the Certificate of Incorporation and the following terms shall have the following meanings:

"Board of Directors" or "Board" means, at any time, the duly elected or acting board of directors (or duly authorized committee thereof) of the Corporation at such time.

"Certificate of Incorporation" means the Corporation's Restated Certificate of Incorporation, as amended, supplemented or otherwise modified from time to time.

"Closing Price" of shares of any class of common stock of the Corporation for any day shall mean the last reported sales price, regular way on such day, or, if no reported sale takes place on such day, the average of the reported closing bid and asked prices on such day, regular way, in either case as reported on the New York Stock Exchange Composite Tape or, if such common stock is not listed or admitted to trading on the NYSE, on the principal national securities exchange on which such common stock is listed or admitted to trading or, if not listed or admitted to trading on any national securities exchange, on the National Market System of NASDAQ or, if such common stock is not quoted on such National Market System, the average of the closing bid and asked prices on such day in the over-the-counter market as reported by NASDAQ or, if closing bid and asked prices for such common stock on such day shall not have been reported through NASDAQ, the average of the closing bid and asked prices on such day as furnished by any NYSE member firm regularly making a market in such common stock selected for such purpose by the Board of Directors.

"Conversion Price" means the conversion price per share of Steel Stock and/or other shares of common stock of the Corporation into which shares of this Series are convertible, as such Conversion Price may be adjusted pursuant to Section 4. The initial conversion price per share of Steel Stock will be \$46.125 (equivalent to a conversion rate of 1.084 shares of Steel Stock for each share of this Series).

"Current Market Price" shall mean, with respect to any class of common stock of the Corporation, the average of the daily Closing Prices of a share of such common stock during the five consecutive Trading Days selected by the Corporation commencing not more than 20 Trading Days before, and ending not later than, the date in question; provided, however, that (i) if the "ex" date for any event (other than the issuance or distribution requiring such computation) that requires an adjustment to the Conversion Price pursuant to Sections 4(d)(ii) through (v) occurs on or after the 20th Trading Day prior to the day in question and prior to the "ex" date for the issuance or distribution requiring such computation, the Closing Price for each Trading Day prior to the "ex" date for such other event shall be adjusted by multiplying such Closing Price by the same fraction by which the Conversion Price is so required to be adjusted as a result of such other event, (ii) if the "ex" date for any event (other than the issuance or distribution requiring such computation) that requires an adjustment to the Conversion Price pursuant to Sections 4(d) (ii) through (v) occurs on or after the "ex" date for the issuance or distribution requiring such computation and on or prior to the day in question, the Closing Price for each Trading Day on and after the "ex" date for such other event shall be adjusted by multiplying such Closing Price by the reciprocal of the fraction by which the Conversion Price is so required to be adjusted as a result of such other event, and (iii) if the "ex" date for the issuance or distribution requiring such computation is on or prior to the day in question, after taking into account any adjustment required pursuant to clause (ii) of this proviso, the Closing Price for each Trading Day on or after such "ex" date shall be adjusted by adding thereto the amount of any cash and the fair market value on the day in question (as determined by the Board of Directors in a manner consistent with any determination of such value for purposes of Section 4(d) (iii) or (iv)) of the evidences of indebtedness, shares of capital stock or assets being distributed applicable to one share of the applicable class of common stock of the Corporation as of the close of business on the day before such "ex" date. For purposes of this definition, the term "ex" date, with respect to any class of common stock of the Corporation, (i) when used with respect to any issuance or distribution, means the first date on which such common stock trades regular way on such exchange or in the relevant market from which the Closing Price was obtained without the right to receive such issuance or distribution, (ii) when used with respect to any subdivision or combination of shares of such common stock, means the first date on which such common stock trades regular way on such exchange or in such market after the time at which such subdivision or combination becomes effective, and (iii) when used with respect to any tender or exchange offer means the first date on which such common stock trades regular way on such exchange or in such market after the expiration time of such tender or exchange offer.

"Excess Purchase Payment" means the excess, if any, of (A) the aggregate of the cash and the value (as determined by the Board of Directors) of all other consideration paid by the Corporation or any of its Subsidiaries with respect to the shares of the applicable class of common stock of the Corporation acquired in a tender or exchange offer or other negotiated purchase respectively, over (B) the product of the Current Market Price per share of such common stock times the number of shares of such common stock acquired in such tender or exchange offer or purchase.

"NASDAQ" means the National Association of Securities Dealers, Inc. Automated Quotations System or any successor thereto.

means the New York Stock Exchange, Inc. or any successor thereto.

"Redemption Date" means any date on which the Corporation redeems any shares of this Series.

"Redemption Price" means (i) with respect to any redemption pursuant to Section 3(a), the applicable amount set forth in such Section and (ii) with respect to any redemption pursuant to Section 3(b), an amount per share equal to the sum of the initial liquidation preference of \$50.00 per share of this Series, plus an amount equal to all accrued and unpaid dividends thereon to the date fixed for redemption.

"Restated Rights Agreement" shall have the meaning given to it in the second paragraph of Section 4 (d)(iii).

"Rights" shall mean the rights of the Corporation which are issuable under the Corporation's stockholder rights plan adopted by the Board of Directors, the terms and conditions of which are set forth in the Restated Rights Agreement, or rights to purchase any capital stock of the Corporation under any successor shareholder rights plan or plan adopted in replacement of the Corporation's stockholder rights plan.

"Subsidiary" means a corporation more than 50% of the outstanding voting stock of which is owned, directly or indirectly, by the Corporation or by one or more other Subsidiaries. For the purposes of this definition, "voting stock" means stock which ordinarily has voting power for the election of directors, whether at all times or only so long as no senior class of stock has such voting power by reason of any contingency.

"substantially all of the properties and assets of the U.S. Steel Group" and "substantially all of the properties and assets of the Marathon Group" shall mean a portion of such properties and assets that represents at least 80% of either of the then-current market value of, or the aggregate revenues for the immediately preceding twelve fiscal quarterly periods of the Corporation derived from, the properties and assets of the U.S. Steel Group or the Marathon Group, respectively, as of such date (excluding the properties and assets of any person, entity or group in which the Corporation, directly or indirectly, owns less than a majority interest).

"Trading Day" shall mean, with respect to any class of common stock of the Corporation, any day on which such common stock is traded on the NYSE, or if such common stock is not listed or admitted to trading on the NYSE, on the principal national securities exchange on which such common stock is listed or admitted, or if not listed or admitted to trading on any national securities exchange, on the National Market System of the NASDAQ, or if such common stock is not quoted on such National Market System, in the applicable securities market in which such common stock is traded.

"Transfer Agent" means the Corporation, through its Shareholder Services Department, or such other agent or agents of the Corporation as may be designated by the Board of Directors as the Transfer Agent for shares of this Series.

FIFTH: The existence of the Corporation is to be perpetual.

SIXTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

SEVENTH: The number of directors of the Corporation shall be fixed from time to time by, or in the manner provided in, its by-laws and may be increased or decreased as therein provided; but the number thereof shall not be less than three.

The directors of the Corporation shall be divided into three classes: Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the whole number of the Board of Directors. In the election of directors at the 1984 annual meeting of the stockholders, the Class I directors shall be elected to hold office for a term to expire at the first annual meeting of the stockholders thereafter; the Class II directors shall be elected to hold office for a term to expire at the second annual meeting of the stockholders thereafter; and the Class III directors shall be elected to hold office for a term to expire at the third annual meeting of the stockholders thereafter, and in the case of each class, until their respective successors are duly elected and qualified. At each annual election held after the 1984 annual meeting of the stockholders the directors elected to succeed those whose terms expire shall be identified as being of the same class as the directors they

shall be elected to hold office for a term to expire at the third annual meeting of the stockholders at their election, and until their respective successors are duly elected and qualified. If the number of directors is changed, any increase or decrease in directors shall be apportioned among the classes so as to maintain all classes as equal in number as possible, and any additional director elected to any class shall hold office for a term which shall coincide with the terms of the other directors in such class and until his successor is duly elected and qualified.

In the case of any increase in the number of directors of the Corporation, the additional director or directors shall be elected by the Board of Directors.

In the case of any vacancy in the Board of Directors from death, resignation, disqualification or other cause, a successor to hold office for the unexpired portion of the term of the director whose place shall be vacant, and until the election of his successor, shall be elected by a majority of the Board of Directors then in office, though less than a quorum.

Directors of the Corporation may be removed only for cause.

EIGHTH: The Board of Directors shall have power to adopt, amend and repeal the by-laws at any regular or special meeting of the Board of Directors, *provided* that notice of intention to adopt, amend or repeal the by-laws in whole or in part shall have been included in the notice of meeting; or, without any such notice, by a vote of two-thirds of the directors then in office.

Stockholders may adopt, amend and repeal the by-laws at any regular or special meeting of the stockholders by an affirmative vote of two-thirds of the shares outstanding and entitled to vote thereon, *provided* that notice of intention to adopt, amend or repeal the by-laws in whole or in part shall have been included in the notice of the meeting.

Any action required to be taken at any annual or special meeting of the stockholders of the Corporation, or any action which may be taken at any annual or special meeting of the stockholders or otherwise, may not be taken without a meeting, prior notice and a vote, and stockholders may not act by written consent.

NINTH: The Board of Directors from time to time shall determine whether and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the Corporation, or any of them, shall be open to the inspection of the stockholders, and no stockholder shall have any right to inspect any account or book or document of the Corporation, except as conferred by law or authorized by the Board of Directors, or by the stockholders.

TENTH: The directors may from time to time declare such dividends as they shall deem advisable and proper, subject to the provisions of Article Fourth and to such restrictions as may be imposed by law, and pay the same to the stockholders at such times as they shall fix.

The Board of Directors shall have power to issue bonds, debentures, or other obligations, either non-convertible or convertible into the Corporation's stock, subject to the provisions of Article Fourth and upon such terms, in such manner and under such conditions in conformity with law, as may be fixed by the Board of Directors prior to the issue of such bonds, debentures or other obligations.

ELEVENTH: No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director, except (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article Eleventh shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

TWELFTH: The powers and authorities hereinbefore conferred upon the Board of Directors are in furtherance and not in limitation of those conferred by the laws of the State of Delaware.

SEVENTH: The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article.

In Witness Whereof, this Restated Certificate of Incorporation, which amends and restates the provisions of the Corporation's Certificate of Incorporation, having been duly adopted by the Corporation in accordance with the provisions of Section 245 of the General Corporation Law of the State of Delaware, has been executed on the 2nd day of July, 2001.

USX HOLDCO, INC.

BY: RM Stanton  
Robert M. Stanton  
President

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

ONE RODNEY SQUARE

PO BOX 636

WILMINGTON, DELAWARE 19899-0636

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FRANKFURT  
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LONDON  
MOSCOW  
PARIS  
SINGAPORE  
SYDNEY  
TOKYO  
TORONTO

July 2, 2001

Ms. Laura Marvel  
Secretary of State  
Division of Corporations  
Townsend Bldg.  
401 Federal Street  
Dover, DE 19901

Re: USX Corporation  
USX Foundation, Inc.

Dear Laura:

Thank you for your call this morning and for the assistance we received with filing our United States Steel LLC merger.

As we discussed, USX Foundation, Inc. is a direct affiliate of USX Corporation. The use of the name USX Corporation as it transferred to USX HoldCo, Inc. is consistent with the same arrangement that made the simultaneous utilization possible prior to this transaction.

Should your office feel that additional verification is needed, please don't hesitate to contact me.

Best regards,



Catherine D. Ledyard  
Senior Corporate Analyst

lb

**CERTIFICATE OF MERGER**  
**OF**  
**USX INVESTMENTS LLC**  
**INTO**  
**USX CORPORATION**

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Pursuant to Section 264 of the General  
Corporation Law of the State of Delaware

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FIRST: The names and states of domicile of the constituent entities to this merger are as follows:

<u>NAME:</u>	<u>STATE</u>
USX Corporation	Delaware
USX Investments LLC	Delaware

SECOND: An Agreement and Plan of Reorganization, dated as of December 28, 2001, by and between USX Corporation and USX Investments LLC (the "Agreement"), providing for the merger (the "Merger") of USX Investments LLC with and into USX Corporation ("USX"), has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Section 264(c) of the General Corporation Law of the State of Delaware.

THIRD: The name of the corporation surviving the Merger is USX Corporation (the "Surviving Corporation").

FOURTH: The Restated Certificate of Incorporation of the Surviving Corporation shall be the Restated Certificate of Incorporation of the Surviving Corporation.

FIFTH: The executed Agreement is on file at an office of the Surviving Corporation at 5555 San Felipe Road, Houston, TX 77056-2723. A copy of the Agreement will be provided, upon request and without cost, to any stockholder or member of either constituent entity.

SIXTH: Pursuant to Section 103(d) of the DGCL, this Certificate of Merger shall be effective at 11:57 p.m. on December 31, 2001.

IN WITNESS WHEREOF, USX Corporation has caused this Certificate of Merger to be executed in its corporate name this 31<sup>st</sup> day of December, 2001.

USX CORPORATION

By: 

Name: Kenneth L. Matheny

Title: Vice President - Investor Relations

**CERTIFICATE OF MERGER**  
**OF**  
**USX MERGER CORPORATION**  
**INTO**  
**USX CORPORATION**

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Pursuant to Section 251 of the General  
Corporation Law of the State of Delaware

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**FIRST:** The name and jurisdiction of incorporation of each of the constituent corporations are: USX Corporation, which was incorporated as and is a Delaware corporation ("USX"), and USX Merger Corporation, which was incorporated as and is a Delaware corporation ("USX Merger Corporation").

**SECOND:** An Agreement and Plan of Reorganization, dated as of July 31, 2001, by and between USX and United States Steel LLC (the "Agreement"), providing for the merger of USX Merger Corporation with and into USX (the "Merger"), has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 251 of the General Corporation Law of the State of Delaware (the "DGCL").

**THIRD:** The name of the corporation surviving the Merger is USX Corporation which, at the effective time of the merger, shall be changed to Marathon Oil Corporation (the "Surviving Corporation").

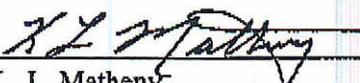
**FOURTH:** The Restated Certificate of Incorporation of the Surviving Corporation shall be amended to read in its entirety as set forth in Exhibit A attached hereto.

**FIFTH:** The executed Agreement is on file at an office of USX at 5555 San Felipe Road, Houston, TX 77056-2723. A copy of the Agreement will be provided, upon request and without cost, to any stockholder of either constituent corporation.

**SIXTH:** Pursuant to Section 103(d) of the DGCL, this Certificate of Merger shall be effective at 11:59 p.m. on December 31, 2001.

IN WITNESS WHEREOF, USX Corporation has caused this Certificate of Merger to be executed in its corporate name this 31<sup>st</sup> day of December, 2001.

USX CORPORATION

By:   
K. L. Matheny  
Vice President - Investor Relations

**EXHIBIT A**

**RESTATED**  
**CERTIFICATE OF INCORPORATION**  
**OF**  
**MARATHON OIL CORPORATION**

**FIRST:** The name of the Corporation (which is hereinafter referred to as the "Corporation") is

**MARATHON OIL CORPORATION**

**SECOND:** Its registered office and place of business in the State of Delaware is located at 1209 Orange Street, in the City of Wilmington, County of New Castle. The registered agent in charge thereof upon whom process against the Corporation may be served is The Corporation Trust Company.

**THIRD:** The purposes of the Corporation are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware, and without limiting the foregoing to engage in integrated steel operations and to develop, mine, produce, manufacture, construct, transport, buy, hold, sell and generally deal in products, materials, property, both tangible and intangible, and services of all kinds.

**FOURTH:** The total number of shares of capital stock which the Corporation shall have authority to issue is Five Hundred and Seventy Six Million (576,000,000), of which Five Hundred and Fifty Million (550,000,000) shares shall be Common Stock having a par value of one dollar (\$1.00) per share and Twenty Six Million (26,000,000) shares shall be shares of Preferred Stock, without par value (hereinafter called "Preferred Stock") and

A statement of the designations of the Preferred Stock or of any series thereof, and the powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, or of the authority of the Board of Directors to fix by resolution or resolutions such designations and other terms not fixed by the Certificate of Incorporation, is as follows:

1. The Preferred Stock may be issued in one or more series, from time to time, with each such series to have such designation, powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions providing for the

issue of such series adopted by the Board of Directors of the Corporation, subject to the limitations prescribed by law and in accordance with the provisions hereof, the Board of Directors being hereby expressly vested with authority to adopt any such resolution or resolutions. The authority of the Board of Directors with respect to each such series shall include, but not be limited to, the determination or fixing of the following:

(i) The distinctive designation and number of shares comprising such series, which number may (except where otherwise provided by the Board of Directors in creating such series) be increased or decreased (but not below the number of shares then outstanding) from time to time by like action of the Board of Directors;

(ii) The dividend rate of such series, the conditions and times upon which such dividends shall be payable, the relation which such dividends shall bear to the dividends payable on any other class or classes of stock or series thereof, or any other series of the same class, and whether dividends shall be cumulative or non-cumulative;

(iii) The conditions upon which the shares of such series shall be subject to redemption by the Corporation and the times, prices and other terms and provisions upon which the shares of the series may be redeemed;

(iv) Whether or not the shares of the series shall be subject to the operation of a retirement or sinking fund to be applied to the purchase or redemption of such shares and, if such retirement or sinking fund be established, the annual amount thereof and the terms and provisions relative to the operation thereof;

(v) Whether or not the shares of the series shall be convertible into or exchangeable for shares of any other class or classes, with or without par value, or of any other series of the same class, and, if provision is made for conversion or exchange, the times, prices, rates, adjustments, and other terms and conditions of such conversion or exchange;

(vi) Whether or not the shares of the series shall have voting rights, in addition to the voting rights provided by law, and, if so, subject to the limitation hereinafter set forth, the terms of such voting rights;

(vii) The rights of the shares of the series in the event of voluntary or involuntary liquidation, dissolution, or upon the distribution of assets of the Corporation;

(viii) Any other powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, of the shares of such series, as the Board of Directors may deem advisable and as shall not be inconsistent with the provisions of this Certificate of Incorporation.

2. The holders of shares of the Preferred Stock of each series shall be entitled to receive, when and as declared by the Board of Directors, out of funds legally available for the payment of dividends, dividends at the rates fixed by the Board of Directors for such series, and no more, before any dividends, other than dividends payable in Common Stock, shall be declared and paid, or set apart for payment, on the Common Stock with respect to the same dividend period.

3. Whenever, at any time, dividends on the then outstanding Preferred Stock as may be required with respect to any series outstanding shall have been paid or declared and set apart for payment on the then outstanding Preferred Stock, and after complying with respect to any retirement or sinking fund or funds for any series of Preferred Stock, the Board of Directors may, subject to the provisions of the resolution or resolutions creating any series of Preferred Stock, declare and pay dividends on the Common Stock, and the holders of shares of the Preferred Stock shall not be entitled to share therein.

4. The holders of shares of the Preferred Stock of each series shall be entitled upon liquidation or dissolution or upon the distribution of the assets of the Corporation to such preferences as provided in the resolution or resolutions creating such series of Preferred Stock, and no more, before any distribution of the assets of the Corporation shall be made to the holders of shares of the Common Stock.

5. Except as otherwise provided by a resolution or resolutions of the Board of Directors creating any series of Preferred Stock or by the General Corporation Law of Delaware, the holders of shares of the Common Stock issued and outstanding shall have and possess the exclusive right to notice of stockholders' meetings and the exclusive power to vote. The holders of shares of the Preferred Stock issued and outstanding shall, in no event, be entitled to more than one vote for each share of Preferred Stock held by them unless otherwise required by law.

*Terms of the Preferred Stocks are as follows:*

#### **Series A Junior Preferred Stock**

Section 1. *Designation and Amount.* This resolution shall provide for a single series of preferred stock, the designation of which shall be "Series A Junior Preferred Stock", without par value, and the number of shares constituting such series shall be Eight Million (8,000,000).

## Section 2. *Dividends and Distributions.*

(A) Subject to the prior and superior rights of the holders of any shares of any series of Preferred Stock ranking prior and superior to the shares of Series A Junior Preferred Stock with respect to dividends, the holders of shares of Series A Junior Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the first day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series A Junior Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) \$5.00 or (b) subject to the provision for adjustment hereinafter set forth, 100 times the aggregate per share amount of all cash dividends, and 100 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), to be or being declared on the Common Stock, par value \$1.00 per share, of the Corporation (the "Common Stock") with respect to the same dividend period. If the Quarterly Dividend Payment Date is a Saturday, Sunday or legal holiday then such Quarterly Dividend Payment Date shall be the first immediately preceding calendar day which is not a Saturday, Sunday or legal holiday. In the event the Corporation shall at any time after October 10, 1989 (the "Rights Declaration Date") (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the amount to which holders of shares of Series A Junior Preferred Stock were entitled immediately prior to such event under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on the Series A Junior Preferred Stock as provided in paragraph (A) above immediately prior to the time it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); provided that, in the event no dividend or distribution shall be declared on the Common Stock with respect to a particular dividend period, a dividend of \$5.00 per share on the Series A Junior Preferred Stock shall nevertheless be payable on such Quarterly Dividend Payment Date with respect to such quarterly period.

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Junior Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issue of such shares of Series A Junior Preferred Stock, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series A Junior Preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series A Junior Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Junior Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be no more than 30 days prior to the date fixed for the payment thereof. Dividends in arrears may be declared and paid at any time, without reference to any Quarterly Dividend Payment Date, to holders of record on such date, not exceeding 45 days preceding the payment date thereof, as may be fixed by the Board of Directors.

(D) Except as hereinafter provided, no dividends shall be declared or paid or set apart for payment on the shares of Series A Junior Preferred Stock for any period if the Corporation shall be in default in the payment of any dividends (including cumulative dividends, if applicable) on any shares of Preferred Stock ranking, as to dividends, prior to the Series A Junior Preferred Stock, unless the same shall be contemporaneously declared and paid.

(E) Dividends payable on the Series A Junior Preferred Stock for the initial dividend period and for any period less than a full quarterly period, shall be computed on the basis of a 360-day year of 30-day months.

Section 3. *Voting Rights.* The holders of shares of Series A Junior Preferred Stock shall have the following voting rights:

(A) Each share of Series A Junior Preferred Stock shall entitle the holder thereof to one vote on all matters submitted to a vote of the stockholders of the Corporation. The holders of Series A Junior Preferred Stock shall be entitled to notice of all meetings of the stockholders of the Corporation.

(B) Except as otherwise provided herein or by law, the holders of shares of Series A Junior Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(C) If, on the date used to determine stockholders of record for any meeting of stockholders for the election of directors, a default in preference dividends on the Preferred Stock shall exist, the number of directors constituting the Board of Directors of the Corporation shall be increased by two, and the holders of the Preferred Stock of all series (whether or not the holders of such series of Preferred Stock would be entitled to vote for the election of directors if such default in preference dividends did not exist), shall have the right at such meeting, voting together as a single class without regard to series, to the exclusion of the holders of Common Stock, to elect two directors of the Corporation to fill such newly created directorships. Each director elected by the holders of shares of Preferred Stock (herein called a "Preferred Director"), shall continue to serve as such director for the full term for which he shall have been elected, notwithstanding that prior to the end of such term a default in preference dividends shall cease to exist. Any Preferred Director may be removed by, and shall not be removed except by, the vote of the holders of record of the outstanding shares of Preferred Stock, voting together as a single class without regard to series, at a meeting of the stockholders, or of the holders of shares of Preferred Stock, called for the purpose. So long as a default in any preference dividends on the Preferred Stock shall exist (i) any vacancy in the office of a Preferred Director may be filled (except as provided in the following clause (ii)) by an instrument in writing signed by the remaining Preferred Director and filed with the Corporation and (ii) in the case of the removal of any Preferred Director, the vacancy may be filled by the vote of the holders of the outstanding shares of Preferred Stock, voting together as a single class without regard to series, at the same meeting at which such removal shall be voted. Each director appointed as aforesaid by the remaining Preferred Director shall be deemed, for all purposes hereof, to be a Preferred Director. Whenever the term of office of the Preferred Directors shall end and no default in preference dividends shall exist, the number of directors constituting the Board of Directors of the Corporation shall be reduced by two. For the purposes of this paragraph (C), a "default in preference dividends" on the Preferred Stock shall be deemed to have occurred whenever the amount of accrued and unpaid dividends upon any series of the Preferred Stock shall be equivalent to six full quarterly dividends or more, and, having so occurred, such default shall be deemed to exist thereafter until, but only until, all accrued dividends on all shares of Preferred Stock of each and every series then outstanding shall have been paid through the last Quarterly Dividend Payment Date.

#### Section 4. *Certain Restrictions.*

(A) Whenever quarterly dividends or other dividends or distributions payable on the Series A Junior Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series A Junior Preferred Stock outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends on, make any other distributions on (other than a dividend in Common Stock or in any other stock of the Corporation ranking junior to the Series A Junior Preferred Stock as to dividends and upon liquidation, dissolution or winding up and other than as provided in subparagraph (ii) of this section), or redeem or purchase or otherwise acquire for consideration (except by conversion into or exchange for stock of the Corporation ranking junior to the Series A Junior Preferred Stock as to dividends and upon dissolution, liquidation or winding up), any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Junior Preferred Stock;

(ii) declare or pay dividends on or make any other distributions on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Junior Preferred Stock, except dividends paid ratably on the Series A Junior Preferred Stock and all stock ranking on a parity with the Series A Junior Preferred Stock as to dividends on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Junior Preferred Stock, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such parity stock in exchange for shares of any stock of the Corporation ranking junior (as to dividends and upon dissolution, liquidation or winding up) to the Series A Junior Preferred Stock;

(iv) purchase or otherwise acquire for consideration any shares of Series A Junior Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes,

shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

**Section 5. *Reacquired Shares.*** Any shares of Series A Junior Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of Preferred Stock to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein.

**Section 6. *Liquidation, Dissolution or Winding Up.***

(A) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of the Series A Junior Preferred Stock shall be entitled to receive the greater of (a) \$100 per share, plus accrued dividends to the date of distribution, whether or not earned or declared, or (b) an amount per share, subject to the provision for adjustment hereinafter set forth, equal to 100 times the aggregate amount to be distributed per share to holders of Common Stock (the "Series A Liquidation Preference"). In the event the Corporation shall at any time after the Rights Declaration Date (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the amount to which holders of shares of Series A Junior Preferred Stock were entitled immediately prior to such event pursuant to clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) In the event, however, that there are not sufficient assets available to permit payment in full of the Series A Liquidation Preference and the liquidation preferences of all other series of preferred stock, if any, which rank on a parity with the Series A Junior Preferred Stock, then such remaining assets shall be distributed ratably to the holders of such parity shares in proportion to their respective liquidation preferences.

Section 7. *Consolidation, Merger, etc.* In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case the shares of Series A Junior Preferred Stock shall at the same time be similarly exchanged or changed in an amount per share (subject to the provision for adjustment hereinafter set forth) equal to 100 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time after the Rights Declaration Date (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Series A Junior Preferred Stock shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. *Optional Redemption.*

(A) The Corporation shall have the option to redeem the whole or any part of the Series A Junior Preferred Stock at any time on at least 30 days notice in accordance with the provisions of paragraph (B) of this Section 8 at a redemption price equal to, subject to the provision for adjustment hereinafter set forth, 100 times the "current per share market price" of the Common Stock on the date of the mailing of the notice of redemption, together with unpaid accumulated dividends to the date of such redemption. In the event the Corporation shall at any time after October 10, 1989 (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the amount to which holders of shares of Series A Junior Preferred Stock were otherwise entitled immediately prior to such event under the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event. The "current per share market price" on any date shall be deemed to be the average of the closing price per share of such Common Stock for the 10 consecutive Trading Days (as such term is hereinafter defined) immediately prior to such date. The closing price for each day shall be the last sale price, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the New York

Stock Exchange or, if the Common Stock is not listed or admitted to trading on the New York Stock Exchange, as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the principal national securities exchange on which the Common Stock is listed or admitted to trading or, if the Common Stock is not listed or admitted to trading on any national securities exchange, the last quoted price or, if not so quoted the average of the high bid and low asked prices in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc. Automated Quotations System ("NASDAQ") or such other system then in use or, if on any such date the Common Stock is not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Common Stock selected by the Corporation. If on such date no such market maker is making a market in the Common Stock, the fair value of the Common Stock on such date as determined in good faith by the Board of Directors of the Corporation shall be used. The term "Trading Day" shall mean a day on which the principal national securities exchange on which the Common Stock is listed or admitted to trading is open for the transaction of business or, if the Common Stock is not listed or admitted to trading on any national securities exchange, a Monday, Tuesday, Wednesday, Thursday or Friday on which banking institutions in the State of New York are not authorized or obligated by law or executive order to close.

(B) Whenever shares of Series A Junior Preferred Stock are to be redeemed, the Corporation shall mail a notice ("Notice of Redemption") by first-class mail, postage prepaid, to each holder of record of shares of Series A Junior Preferred Stock to be redeemed and to the transfer agent for the Series A Junior Preferred Stock. The Notice of Redemption shall be addressed to the holder at the address of the holder appearing on the stock transfer books of the Corporation maintained by the transfer agent for the Series A Junior Preferred Stock. The Notice of Redemption shall include a statement of (i) the redemption date, (ii) the redemption price, (iii) the number of shares of Series A Junior Preferred Stock to be redeemed, (iv) the place or places where shares of the Series A Junior Preferred Stock are to be surrendered for payment of the redemption price, (v) that the dividends on the shares to be redeemed will cease to accrue on such redemption date, and (vi) the provision under which redemption is made. No defect in the Notice of Redemption or in the mailing thereof shall affect the validity of the redemption proceedings, except as required by law. From the date on which a Notice of Redemption shall have been given as aforesaid and the Corporation shall have deposited with the transfer agent for the Series A Junior Preferred Stock a sum sufficient to redeem the shares of Series A Junior Preferred Stock as to which Notice of Redemption has been given, with irrevocable instructions and authority to pay the redemption price to the holders thereof, or if no such deposit is made, then upon such date fixed for redemption (unless the Corporation shall

default in making payment of the redemption price), all rights of the holders thereof as stockholders of the Corporation by reason of the ownership of such shares (except their right to receive the redemption price thereof, but without interest), shall terminate including, but not limited to, their right to receive dividends, and such shares shall no longer be deemed outstanding. The Corporation shall be entitled to receive, from time to time, from the transfer agent for Series A Junior Preferred Stock the interest, if any, on such monies deposited with it and the holders of any shares so redeemed shall have no claim to any such interest. In case the holder of any shares so called for redemption shall not claim the redemption price for his shares within one year after the date of redemption, the transfer agent for the Series A Junior Preferred Stock shall, upon demand, pay over to the Corporation such amount remaining on deposit and the transfer agent for the Series A Junior Preferred Stock shall thereupon be relieved of all responsibility to the holders of such shares and such holder of the shares of the Series A Junior Preferred Stock so called for redemption shall look only to the Corporation for the payment thereof.

(C) In the event that fewer than all the outstanding shares of the Series A Junior Preferred Stock are to be redeemed, the number of shares to be redeemed shall be determined by the Board of Directors and the shares to be redeemed shall be determined by lot or pro rata as may be determined by the Board of Directors or by any other method as may be determined by the Board of Directors in its sole discretion to be equitable.

(D) If the Corporation shall be in default in the payment of any dividends (including cumulative dividends, if applicable) on any shares of Preferred Stock ranking, as to dividends, prior to the Series A Junior Preferred Stock, then no shares of the Series A Junior Preferred Stock shall be redeemed and the Corporation shall not purchase or otherwise acquire any shares of the Series A Junior Preferred Stock.

#### Section 9. *Ranking.*

(A) The Series A Junior Preferred Stock shall rank junior to all other series of the Corporation's Preferred Stock as to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up, unless the terms of any such series shall provide otherwise.

(B) For purposes of this resolution, any stock of any class or classes of the Corporation shall be deemed to rank:

(i) prior to the shares of the Series A Junior Preferred Stock, either as to dividends or upon liquidation, dissolution or winding up, if the

holders of such class or classes shall be entitled to the receipt of dividends or of amounts distributable upon dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary, as the case may be, in preference or priority to the holders of shares of the Series A Junior Preferred Stock. Each holder of any share of the Series A Junior Preferred Stock, by his acceptance thereof, expressly covenants and agrees that the rights of the holders of any shares of any other series of Preferred Stock of the Corporation to receive dividends or amounts distributable upon dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary, shall be and hereby are expressly prior to his rights unless in the case of any particular series of Preferred Stock the certificate or other instrument creating or evidencing the same expressly provides that the rights of the holders of such series shall not be prior to the shares of the Series A Junior Preferred Stock; and

(ii) on a parity with shares of the Series A Junior Preferred Stock, either as to dividends or upon liquidation, whether or not the dividend rates, dividend payment dates or redemption or liquidation prices per share or sinking fund provisions, if any, be different from those of the Series A Junior Preferred Stock, if the holders of such stock shall be entitled to the receipt of dividends or of amounts distributable upon dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary, as the case may be, in proportion to their respective dividend rates or liquidation prices, without preference or priority, one over the other, as between the holders of such stock and the holders of shares of the Series A Junior Preferred Stock; and

(iii) junior to shares of the Series A Junior Preferred Stock, either as to dividends or upon liquidation, if such class or classes shall be Common Stock or if the holders of shares of the Series A Junior Preferred Stock shall be entitled to receipt of dividends or of amounts distributable upon dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary, as the case may be, in preference or priority to the holders of shares of such class or classes.

**Section 10. Amendment.** Except as otherwise set forth in this Certificate of Designation, Preferences and Rights with respect to the Series A Junior Preferred Stock, holders of Series A Junior Preferred Stock shall not have any special powers and their consent shall not be required for taking any corporate action, *provided, however, that:*

(A) Unless the vote or consent of the holders of a greater number of shares shall then be required by law, the consent of the holders of at least 66 $\frac{2}{3}$ % of all of the shares of the Series A Junior Preferred Stock at the time outstanding,

given in person or by proxy, either in writing or by a vote at a meeting called for the purpose at which the holders of shares of the Series A Junior Preferred Stock shall vote together as a separate class, shall be necessary for authorizing, effecting or validating the amendment, alteration or repeal of any of the provisions of the Certificate of Incorporation or of any certificate amendatory thereof or supplemental thereto (including any Certificate of Designation, Preferences and Rights or any similar document relating to any series of Preferred Stock) so as to affect adversely the powers, preferences, or rights, of this Series A Junior Preferred Stock. The increase of the authorized amount of the Preferred Stock, or the creation, authorization or issuance of any shares of any other class of stock of the Corporation ranking prior to or on a parity with the shares of the Series A Junior Preferred Stock as to dividends or upon liquidation, or the reclassification of any authorized or outstanding stock of the Corporation into any such prior or parity shares, or the creation, authorization or issuance of any obligation or security convertible into or evidencing the right to purchase any such prior or parity shares shall not be deemed to affect adversely the powers, preferences or rights of the Series A Junior Preferred Stock.

**Section 11. Fractional Shares.** Series A Junior Preferred Stock may be issued in fractions of a share which shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, receive dividends, participate in distributions and to have the benefit of all other rights of holders of Series A Junior Preferred Stock.

**FIFTH:** The existence of the Corporation is to be perpetual.

**SIXTH:** The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

**SEVENTH:** The number of directors of the Corporation shall be fixed from time to time by, or in the manner provided in, its by-laws and may be increased or decreased as therein provided; but the number thereof shall not be less than three.

The directors of the Corporation shall be divided into three classes: Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the whole number of the Board of Directors. In the election of directors at the 2002 annual meeting of the stockholders, the Class I directors shall be elected to hold office for a term to expire at the first annual meeting of the stockholders thereafter; the Class II directors shall be elected to hold office for a term to expire at the second annual meeting of the stockholders thereafter; and the Class III directors shall be elected to hold office for a term to expire at the third annual meeting of the stockholders thereafter, and in the case of each class, until their respective successors are duly elected and qualified. At each annual election held after the 2002 annual meeting of the stockholders the directors elected to succeed those whose terms expire shall be identified as being of the same class as the directors they succeed and shall be elected to hold office for a term

to expire at the third annual meeting of the stockholders after their election, and until their respective successors are duly elected and qualified. If the number of directors is changed, any increase or decrease in directors shall be apportioned among the classes so as to maintain all classes as equal in number as possible, and any additional director elected to any class shall hold office for a term which shall coincide with the terms of the other directors in such class and until his successor is duly elected and qualified.

In the case of any increase in the number of directors of the Corporation, the additional director or directors shall be elected by the Board of Directors.

In the case of any vacancy in the Board of Directors from death, resignation, disqualification or other cause, a successor to hold office for the unexpired portion of the term of the director whose place shall be vacant, and until the election of his successor, shall be elected by a majority of the Board of Directors then in office, though less than a quorum.

Directors of the Corporation may be removed only for cause.

EIGHTH: The Board of Directors shall have power to adopt, amend and repeal the by-laws at any regular or special meeting of the Board of Directors, *provided* that notice of intention to adopt, amend or repeal the by-laws in whole or in part shall have been included in the notice of meeting; or, without any such notice, by a vote of two-thirds of the directors then in office.

Stockholders may adopt, amend and repeal the by-laws at any regular or special meeting of the stockholders by an affirmative vote of two-thirds of the shares outstanding and entitled to vote thereon, *provided* that notice of intention to adopt, amend or repeal the by-laws in whole or in part shall have been included in the notice of the meeting.

Any action required to be taken at any annual or special meeting of the stockholders of the Corporation, or any action which may be taken at any annual or special meeting of the stockholders or otherwise, may not be taken without a meeting, prior notice and a vote, and stockholders may not act by written consent.

NINTH: The Board of Directors from time to time shall determine whether and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the Corporation, or any of them, shall be open to the inspection of the stockholders, and no stockholder shall have any right to inspect any account or book or document of the Corporation, except as conferred by law or authorized by the Board of Directors, or by the stockholders.

TENTH: The directors may from time to time declare such dividends as they shall deem advisable and proper, subject to the provisions of Article Fourth and to such restrictions as may be imposed by law, and pay the same to the stockholders at such times as they shall fix.

The Board of Directors shall have power to issue bonds, debentures, or other obligations, either non-convertible or convertible into the Corporation's stock, subject to the provisions of Article Fourth and upon such terms, in such manner and under such conditions in conformity with law, as may be fixed by the Board of Directors prior to the issue of such bonds, debentures or other obligations.

ELEVENTH: No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director, except (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article Eleventh shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

TWELFTH: The powers and authorities hereinbefore conferred upon the Board of Directors are in furtherance and not in limitation of those conferred by the laws of the State of Delaware.

THIRTEENTH: The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article.

**CORRECTED**  
**CERTIFICATE OF MERGER**  
**OF USX MERGER CORPORATION**  
**INTO**  
**USX CORPORATION**

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Pursuant to 103(f) of the  
General Corporation Law of the State of Delaware

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**MARATHON OIL CORPORATION** (formerly known as USX Corporation), a Delaware corporation (the "Corporation"), does hereby certify as follows:

**FIRST:** The Corporation filed a Certificate of Merger (the "Certificate of Merger") with the State of Delaware on December 31, 2001 at 11:29 a.m.

**SECOND:** A Restated Certificate of Incorporation of the Corporation was attached as Exhibit A to the Certificate of Merger (the "Restated Certificate").

**THIRD:** The Certificate of Merger was an inaccurate record of the Corporation's intent in that the second paragraph of Article Seventh of the Restated Certificate contained certain typographical errors.

**FOURTH:** The Certificate of Merger in corrected form is set forth in its entirety as Annex I attached hereto.

**FIFTH:** This Corrected Certificate of Merger has been prepared in accordance with the provisions of Section 103(f) of the General Corporation Law of the State of Delaware.

ANNEX I

**CERTIFICATE OF MERGER**  
**OF**  
**USX MERGER CORPORATION**  
**INTO**  
**USX CORPORATION**

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Pursuant to Section 251 of the General  
Corporation Law of the State of Delaware

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**FIRST:** The name and jurisdiction of incorporation of each of the constituent corporations are: USX Corporation, which was incorporated as and is a Delaware corporation ("USX"), and USX Merger Corporation, which was incorporated as and is a Delaware corporation ("USX Merger Corporation").

**SECOND:** An Agreement and Plan of Reorganization, dated as of July 31, 2001, by and between USX and United States Steel LLC (the "Agreement"), providing for the merger of USX Merger Corporation with and into USX (the "Merger"), has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 251 of the General Corporation Law of the State of Delaware (the "DGCL").

**THIRD:** The name of the corporation surviving the Merger is USX Corporation which, at the effective time of the merger, shall be changed to Marathon Oil Corporation (the "Surviving Corporation").

**FOURTH:** The Restated Certificate of Incorporation of the Surviving Corporation shall be amended to read in its entirety as set forth in Exhibit A attached hereto.

**FIFTH:** The executed Agreement is on file at an office of USX at 5555 San Felipe Road, Houston, TX 77056-2723. A copy of the Agreement will be provided, upon request and without cost, to any stockholder of either constituent corporation.

**SIXTH:** Pursuant to Section 103(d) of the DGCL, this Certificate of Merger shall be effective at 11:59 p.m. on December 31, 2001.

**IN WITNESS WHEREOF, USX Corporation has caused this Certificate of Merger to be executed in its corporate name this 31<sup>st</sup> day of December, 2001.**

**USX CORPORATION**

**By: /s/ K. L. Matheny**

**K. L. Matheny**

**Vice President - Investor Relations**

## EXHIBIT A

**RESTATED**  
**CERTIFICATE OF INCORPORATION**  
**OF**  
**MARATHON OIL CORPORATION**

**FIRST:** The name of the Corporation (which is hereinafter referred to as the "Corporation") is

**MARATHON OIL CORPORATION**

**SECOND:** Its registered office and place of business in the State of Delaware is located at 1209 Orange Street, in the City of Wilmington, County of New Castle. The registered agent in charge thereof upon whom process against the Corporation may be served is The Corporation Trust Company.

**THIRD:** The purposes of the Corporation are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware, and without limiting the foregoing to engage in integrated steel operations and to develop, mine, produce, manufacture, construct, transport, buy, hold, sell and generally deal in products, materials, property, both tangible and intangible, and services of all kinds.

**FOURTH:** The total number of shares of capital stock which the Corporation shall have authority to issue is Five Hundred and Seventy Six Million (576,000,000), of which Five Hundred and Fifty Million (550,000,000) shares shall be Common Stock having a par value of one dollar (\$1.00) per share and Twenty Six Million (26,000,000) shares shall be shares of Preferred Stock, without par value (hereinafter called "Preferred Stock") and

A statement of the designations of the Preferred Stock or of any series thereof, and the powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, or of the authority of the Board of Directors to fix by resolution or resolutions such designations and other terms not fixed by the Certificate of Incorporation, is as follows:

1. The Preferred Stock may be issued in one or more series, from time to time, with each such series to have such designation, powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions providing for the

issue of such series adopted by the Board of Directors of the Corporation, subject to the limitations prescribed by law and in accordance with the provisions hereof, the Board of Directors being hereby expressly vested with authority to adopt any such resolution or resolutions. The authority of the Board of Directors with respect to each such series shall include, but not be limited to, the determination or fixing of the following:

(i) The distinctive designation and number of shares comprising such series, which number may (except where otherwise provided by the Board of Directors in creating such series) be increased or decreased (but not below the number of shares then outstanding) from time to time by like action of the Board of Directors;

(ii) The dividend rate of such series, the conditions and times upon which such dividends shall be payable, the relation which such dividends shall bear to the dividends payable on any other class or classes of stock or series thereof, or any other series of the same class, and whether dividends shall be cumulative or non-cumulative;

(iii) The conditions upon which the shares of such series shall be subject to redemption by the Corporation and the times, prices and other terms and provisions upon which the shares of the series may be redeemed;

(iv) Whether or not the shares of the series shall be subject to the operation of a retirement or sinking fund to be applied to the purchase or redemption of such shares and, if such retirement or sinking fund be established, the annual amount thereof and the terms and provisions relative to the operation thereof;

(v) Whether or not the shares of the series shall be convertible into or exchangeable for shares of any other class or classes, with or without par value, or of any other series of the same class, and, if provision is made for conversion or exchange, the times, prices, rates, adjustments, and other terms and conditions of such conversion or exchange;

(vi) Whether or not the shares of the series shall have voting rights, in addition to the voting rights provided by law, and, if so, subject to the limitation hereinafter set forth, the terms of such voting rights;

(vii) The rights of the shares of the series in the event of voluntary or involuntary liquidation, dissolution, or upon the distribution of assets of the Corporation;

issue of such series adopted by the Board of Directors of the Corporation, subject to the limitations prescribed by law and in accordance with the provisions hereof, the Board of Directors being hereby expressly vested with authority to adopt any such resolution or resolutions. The authority of the Board of Directors with respect to each such series shall include, but not be limited to, the determination or fixing of the following:

(i) The distinctive designation and number of shares comprising such series, which number may (except where otherwise provided by the Board of Directors in creating such series) be increased or decreased (but not below the number of shares then outstanding) from time to time by like action of the Board of Directors;

(ii) The dividend rate of such series, the conditions and times upon which such dividends shall be payable, the relation which such dividends shall bear to the dividends payable on any other class or classes of stock or series thereof, or any other series of the same class, and whether dividends shall be cumulative or non-cumulative;

(iii) The conditions upon which the shares of such series shall be subject to redemption by the Corporation and the times, prices and other terms and provisions upon which the shares of the series may be redeemed;

(iv) Whether or not the shares of the series shall be subject to the operation of a retirement or sinking fund to be applied to the purchase or redemption of such shares and, if such retirement or sinking fund be established, the annual amount thereof and the terms and provisions relative to the operation thereof;

(v) Whether or not the shares of the series shall be convertible into or exchangeable for shares of any other class or classes, with or without par value, or of any other series of the same class, and, if provision is made for conversion or exchange, the times, prices, rates, adjustments, and other terms and conditions of such conversion or exchange;

(vi) Whether or not the shares of the series shall have voting rights, in addition to the voting rights provided by law, and, if so, subject to the limitation hereinafter set forth, the terms of such voting rights;

(vii) The rights of the shares of the series in the event of voluntary or involuntary liquidation, dissolution, or upon the distribution of assets of the Corporation;

(viii) Any other powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, of the shares of such series, as the Board of Directors may deem advisable and as shall not be inconsistent with the provisions of this Certificate of Incorporation.

2. The holders of shares of the Preferred Stock of each series shall be entitled to receive, when and as declared by the Board of Directors, out of funds legally available for the payment of dividends, dividends at the rates fixed by the Board of Directors for such series, and no more, before any dividends, other than dividends payable in Common Stock, shall be declared and paid, or set apart for payment, on the Common Stock with respect to the same dividend period.

3. Whenever, at any time, dividends on the then outstanding Preferred Stock as may be required with respect to any series outstanding shall have been paid or declared and set apart for payment on the then outstanding Preferred Stock, and after complying with respect to any retirement or sinking fund or funds for any series of Preferred Stock, the Board of Directors may, subject to the provisions of the resolution or resolutions creating any series of Preferred Stock, declare and pay dividends on the Common Stock, and the holders of shares of the Preferred Stock shall not be entitled to share therein.

4. The holders of shares of the Preferred Stock of each series shall be entitled upon liquidation or dissolution or upon the distribution of the assets of the Corporation to such preferences as provided in the resolution or resolutions creating such series of Preferred Stock, and no more, before any distribution of the assets of the Corporation shall be made to the holders of shares of the Common Stock.

5. Except as otherwise provided by a resolution or resolutions of the Board of Directors creating any series of Preferred Stock or by the General Corporation Law of Delaware, the holders of shares of the Common Stock issued and outstanding shall have and possess the exclusive right to notice of stockholders' meetings and the exclusive power to vote. The holders of shares of the Preferred Stock issued and outstanding shall, in no event, be entitled to more than one vote for each share of Preferred Stock held by them unless otherwise required by law.

*Terms of the Preferred Stocks are as follows:*

#### **Series A Junior Preferred Stock**

**Section 1. Designation and Amount.** This resolution shall provide for a single series of preferred stock, the designation of which shall be "Series A Junior Preferred Stock", without par value, and the number of shares constituting such series shall be Eight Million (8,000,000).

## Section 2. *Dividends and Distributions.*

(A) Subject to the prior and superior rights of the holders of any shares of any series of Preferred Stock ranking prior and superior to the shares of Series A Junior Preferred Stock with respect to dividends, the holders of shares of Series A Junior Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the first day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series A Junior Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) \$5.00 or (b) subject to the provision for adjustment hereinafter set forth, 100 times the aggregate per share amount of all cash dividends, and 100 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), to be or being declared on the Common Stock, par value \$1.00 per share, of the Corporation (the "Common Stock") with respect to the same dividend period. If the Quarterly Dividend Payment Date is a Saturday, Sunday or legal holiday then such Quarterly Dividend Payment Date shall be the first immediately preceding calendar day which is not a Saturday, Sunday or legal holiday. In the event the Corporation shall at any time after October 10, 1989 (the "Rights Declaration Date") (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the amount to which holders of shares of Series A Junior Preferred Stock were entitled immediately prior to such event under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on the Series A Junior Preferred Stock as provided in paragraph (A) above immediately prior to the time it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); provided that, in the event no dividend or distribution shall be declared on the Common Stock with respect to a particular dividend period, a dividend of \$5.00 per share on the Series A Junior Preferred Stock shall nevertheless be payable on such Quarterly Dividend Payment Date with respect to such quarterly period.

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Junior Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issue of such shares of Series A Junior Preferred Stock, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series A Junior Preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series A Junior Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Junior Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be no more than 30 days prior to the date fixed for the payment thereof. Dividends in arrears may be declared and paid at any time, without reference to any Quarterly Dividend Payment Date, to holders of record on such date, not exceeding 45 days preceding the payment date thereof, as may be fixed by the Board of Directors.

(D) Except as hereinafter provided, no dividends shall be declared or paid or set apart for payment on the shares of Series A Junior Preferred Stock for any period if the Corporation shall be in default in the payment of any dividends (including cumulative dividends, if applicable) on any shares of Preferred Stock ranking, as to dividends, prior to the Series A Junior Preferred Stock, unless the same shall be contemporaneously declared and paid.

(E) Dividends payable on the Series A Junior Preferred Stock for the initial dividend period and for any period less than a full quarterly period, shall be computed on the basis of a 360-day year of 30-day months.

**Section 3. *Voting Rights.*** The holders of shares of Series A Junior Preferred Stock shall have the following voting rights:

(A) Each share of Series A Junior Preferred Stock shall entitle the holder thereof to one vote on all matters submitted to a vote of the stockholders of the Corporation. The holders of Series A Junior Preferred Stock shall be entitled to notice of all meetings of the stockholders of the Corporation.

(B) Except as otherwise provided herein or by law, the holders of shares of Series A Junior Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(C) If, on the date used to determine stockholders of record for any meeting of stockholders for the election of directors, a default in preference dividends on the Preferred Stock shall exist, the number of directors constituting the Board of Directors of the Corporation shall be increased by two, and the holders of the Preferred Stock of all series (whether or not the holders of such series of Preferred Stock would be entitled to vote for the election of directors if such default in preference dividends did not exist), shall have the right at such meeting, voting together as a single class without regard to series, to the exclusion of the holders of Common Stock, to elect two directors of the Corporation to fill such newly created directorships. Each director elected by the holders of shares of Preferred Stock (herein called a "Preferred Director"), shall continue to serve as such director for the full term for which he shall have been elected, notwithstanding that prior to the end of such term a default in preference dividends shall cease to exist. Any Preferred Director may be removed by, and shall not be removed except by, the vote of the holders of record of the outstanding shares of Preferred Stock, voting together as a single class without regard to series, at a meeting of the stockholders, or of the holders of shares of Preferred Stock, called for the purpose. So long as a default in any preference dividends on the Preferred Stock shall exist (i) any vacancy in the office of a Preferred Director may be filled (except as provided in the following clause (ii)) by an instrument in writing signed by the remaining Preferred Director and filed with the Corporation and (ii) in the case of the removal of any Preferred Director, the vacancy may be filled by the vote of the holders of the outstanding shares of Preferred Stock, voting together as a single class without regard to series, at the same meeting at which such removal shall be voted. Each director appointed as aforesaid by the remaining Preferred Director shall be deemed, for all purposes hereof, to be a Preferred Director. Whenever the term of office of the Preferred Directors shall end and no default in preference dividends shall exist, the number of directors constituting the Board of Directors of the Corporation shall be reduced by two. For the purposes of this paragraph (C), a "default in preference dividends" on the Preferred Stock shall be deemed to have occurred whenever the amount of accrued and unpaid dividends upon any series of the Preferred Stock shall be equivalent to six full quarterly dividends or more, and, having so occurred, such default shall be deemed to exist thereafter until, but only until, all accrued dividends on all shares of Preferred Stock of each and every series then outstanding shall have been paid through the last Quarterly Dividend Payment Date.

#### Section 4. *Certain Restrictions.*