



**MARATHON OIL CORPORATION TUITION AID REIMBURSEMENT
REPAYMENT AGREEMENT**

In order to receive tuition aid expense reimbursement payments, the employee must electronically consent to this Agreement for all submitted reimbursements.

This Agreement is effective [Date] and shall remain in effect until terminated by either party. It is between you, _____, (Employee) and Marathon Oil Corporation and its subsidiaries.

1. In accordance with the Marathon Oil Corporation Educational Reimbursement Plan, the Company has agreed to provide tuition to you.
2. Should you terminate employment with the Company voluntarily, you agree to repay tuition aid reimbursements in the following manner:

Time Elapsed from Tuition Aid Reimbursement (Dates(s) to Termination Date	Percentage of Repayment Applicable to Tuition Aid Reimbursement Amount Received During 24 Months Prior to Termination
6 months or less	100 percent
More than 6 months, but less than 12 months	75 percent
More than 12 months, but less than 18 months	50 percent
More than 18 months, but less than 24 months	25 percent

3. The Company may withhold from your final paycheck (including base salary, bonuses, vacation pay and/or expense reimbursements), monies, up to the amount due the Company for educational assistance reimbursement paid, based on the above table.
4. Additionally, your electronic consent confirms that you are not receiving tuition aid benefits from any other company or source, including the Veterans Administration, either partially or in full, for any of your requested reimbursements, Educational benefits paid by the Company would be subject to reduction if benefits were paid by another source.