

QDRO APPROVAL GUIDELINES AND PROCEDURES

Retirement Plan of Marathon Oil Company

Effective date of this document: January 1, 2012

FOR ASSISTANCE CREATING A QDRO, GO TO:

***** QDRO.FIDELITY.COM *****

This document is designed to assist in the preparation of a domestic relations order that meets the requirements of federal law and the provisions of the plan. In the following sections, you will find the plan's processing guidelines for determining the qualification of an order and some discussion of plan features and issues that should be considered in drafting a QDRO. For a more detailed discussion of the various features of the plan, please refer to the Summary Plan Description. (Please note a copy of the Plan's Summary Plan Description may be obtained by logging on to www.mrobenefits.com)

NOTE: Individuals seeking QDROs may not rely on the Plan Administrator, Fidelity or any employees or agents of the Plan Administrator or Fidelity for advice on which type or form of QDRO is most appropriate under any particular factual situation. The contents of these Guidelines are intended for informational purposes only and should not be construed as legal advice or legal opinion. Further, the information contained in this document is subject to revision at any time based upon changes in the plan language, Federal law or at the direction of the Plan Administrator.

GETTING STARTED

To get started, refer to the "[Checklist for Completing a QDRO](#)" on the following page. This checklist will take you step-by-step through the process of creating a QDRO.

Note that a domestic relations Order may be drafted in one of two ways:

- Using Fidelity's QDRO Center, or
- Manually

1. THE FIDELITY QDRO CENTER. The Fidelity QDRO Center is a website that was created both to assist individuals in the preparation of domestic relations orders and to simplify and expedite the qualification process. The Fidelity QDRO Center provides immediate access to a Glossary of Terms, Frequently Asked Questions, and each Plan's QDRO Approval Guidelines and Procedures.

Fidelity's QDRO Center is tailored to the requirements of each plan, ERISA and the Code. As a result documents created via the Fidelity QDRO Center tend to be significantly more complete than manually prepared orders, and are rejected less frequently. In addition, the Fidelity QDRO Center can speed the qualification of domestic relations orders, as they are able to be reviewed quickly and are typically processed faster than manually drafted orders.

The Fidelity QDRO Center can be accessed by logging onto <https://qdro.fidelity.com>. Specific step-by-step questions will guide you through the QDRO creation process. Please be advised The Fidelity QDRO Center is designed to assist in the creation of a QDRO. Use of the Fidelity QDRO Center does not result in an automatic electronic submission of a QDRO to Fidelity. Orders created using The Fidelity QDRO Center should be printed and filed in a court of competent jurisdiction prior to submission to Fidelity for review.

2. MANUALLY. Any order that is *not* drafted using Fidelity's QDRO Center or any Order that is drafted using Fidelity's QDRO Center but is subsequently altered is considered a manually drafted Order. Parties with uniquely complicated needs may choose to submit a manually drafted order to Fidelity for review. **Note that Parties choosing to draft a QDRO manually may use one of the MODEL ORDERS contained within this document.** (See Section 11 "Model Orders".)

CHECKLIST FOR COMPLETING A QDRO

1. This checklist applies only to the **Retirement Plan of Marathon Oil Company** (“Plan”) (See Section 2.A)
2. **Verify the Participant has a vested accrued benefit in the applicable Plan.** The Participant may obtain plan specific account information via www.401k.com. Alternatively, Parties may obtain Participant account information via a properly served court ordered subpoena. For additional information please contact the Fidelity Investments Service Center at **1-800-841-0213**.
3. **Determine if the Participant is “In Pay” or “Not In Pay”.** (*The Participant is “In Pay” if he/she is currently receiving benefit payments from the Plan or if the Participant will be receiving benefits from the Plan at the time that the Order is submitted to Fidelity for review. The Participant is “Not In Pay” if he/she is not currently receiving benefit payments from the Plan and will not be receiving benefits at the time that the Order is submitted to Fidelity for review*)
- Participant is “Not In Pay”**
 - Participant is “In Pay”**
4. **Determine whether you will be using Fidelity’s QDRO Center to draft your Order.**
The Fidelity QDRO Center is tailored to the requirements of your Plan and is designed to simplify and expedite the qualification process. Visit <https://qdro.fidelity.com>.
5. **Draft an Order.**
- Web order – *generated from the Fidelity QDRO Center.*
 - Manual order – *any order not generated from the Fidelity QDRO Center or any Order that is generated from the Fidelity QDRO Center but is subsequently altered.*
6. **Submit the order to a court for judge’s signature and obtain a court certified or true copy of the executed order.** (See Section 9 “Definition of Terms”)
7. **Submit the certified or true copy of the Court-Executed Order to Fidelity at the address provided in Section 8 “Contact Information”.** A **“QDRO Information Sheet”** must be included with the *initial* submission of an Order (See Section 10 “Forms”) or the Addendum for a web-generated order.
8. **You will receive an acknowledgement letter once Fidelity receives your Order for review.** (See Section 6.A “Written Notifications”)
- *Fidelity will acknowledge receipt of the Order in writing within 3-5 business days from the date of receipt.*
9. **You will receive a determination letter either qualifying or non-qualifying the Order.**
- *The timeframe for web orders is typically 10-15 business days and within 60 business days for manually created orders. See Section 4, “Timeframe for Review”.*

NOTE: If you receive a non-qualification letter, you will need to make the appropriate changes and begin the process again at Step 5.

QDRO APPROVAL GUIDELINES AND PROCEDURES

Retirement Plan of Marathon Oil Company

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1. INTRODUCTION

WHY IS A QUALIFIED DOMESTIC RELATIONS ORDER NECESSARY?

Federal law prohibits a participant in a qualified retirement plan from assigning or alienating the participant's interest in the plan. (See Section 206(d) of ERISA). However, an exception to this prohibition was created by the Retirement Equity Act of 1984 (REA) for assignments of retirement benefits through a Qualified Domestic Relations Order ("QDRO").

A QDRO is a court order issued under a state's domestic relations law that:

- 1.) recognizes the right of an alternate payee (who must be either a spouse, former spouse, child or other dependent of a participant in an employee benefit plan) to receive all or part of the participant's vested interest in a tax-qualified retirement plan, and
- 2.) has been determined by the Plan Administrator or their designate to meet specific requirements of federal law and the provisions of the Plan. The requirements are contained in the Employee Retirement Income Security Act of 1974, as amended (ERISA), the Internal Revenue Code of 1986, as amended (the Code), and the Plan's QDRO Guidelines.

Unless a court order meets these requirements, it will not be considered a QDRO and the terms of the court order cannot be enforced by the Plan.

NOTE: Although same-gender marriages are valid under certain state's laws, only opposite-gender spouses or former spouses are eligible to receive spousal benefits and exercise spousal rights under the Plan. A court order issued pursuant to the divorce of two same-gender spouses cannot qualify as a QDRO.*

*In accordance with how the terms 'marriage' and 'spouse' are defined under the Federal Defense of Marriage Act of 1996 ('DOMA') a participant is considered to be married if the participant has or had a spouse who is a member of the opposite gender. Both the Code and ERISA rely upon DOMA to define the term "spouse" to mean a person of the opposite gender who is a husband or wife. Furthermore, a participant and spousal alternate payee should be, or should have been considered married for federal income tax purposes.

2. BASIC ELEMENTS OF AN ORDER

INSTRUCTIONS

The following section outlines issues that either **MUST** or **should** be addressed in the Order. This section also includes sample language that can be used in the Order to address the related topic.

For assistance creating an Order, go to <https://qdro.fidelity.com>.



I. PRIOR TO READING THROUGH THIS SECTION YOU SHOULD DETERMINE IF THE PARTICIPANT IS:

- **IN PAY (Shared Interest)** - receiving benefit payments from the Plan or will be receiving benefits from the Plan at the time the Order is submitted to Fidelity for review.

OR

- **NOT IN PAY (Separate Interest)** - not receiving benefit payments from the Plan and will not be receiving benefits from the plan at the time the Order is submitted to Fidelity for review.

* For a definition of IN PAY (Shared Interest) and NOT IN PAY (Separate Interest), see Section 9 “Definition of Terms”.

II. THIS SECTION INCLUDES THE FOLLOWING TOPICS:

- A. PLAN NAME
- B. PARTICIPANT AND ALTERNATE PAYEE INFORMATION
- C. SHARED/SEPARATE INTEREST
- D. AMOUNT OF THE ALTERNATE PAYEE’S AWARD
- E. INTEREST ON CASH BALANCE AWARDS
- F. EARLY RETIREMENT SUBSIDY
- G. BENEFIT FORM
- H. COMMENCEMENT OF BENEFIT
- I. DEATH OF THE ALTERNATE PAYEE
- J. DEATH OF THE PARTICIPANT; SURVIVING SPOUSE BENEFITS
- K. TAXATION

2. BASIC ELEMENTS OF AN ORDER

A. PLAN NAME

The Order **MUST** clearly specify the Plan to which it applies. The legal name of the Plan to which these Guidelines apply is: **Retirement Plan of Marathon Oil Company.***

***NOTE:**

- Participants in the Plan who were not employed by Marathon after December 31, 2009, have a Legacy benefit **ONLY**.
- Employees who have been participants in the Plan prior to and after January 01, 2010, will have both a Legacy and Cash Balance benefit.
- Employees who became participants in the Plan on or after January 01, 2010 will receive a Cash Balance benefit **ONLY**.

The Participant may obtain plan specific account information via www.401k.com. Alternatively, Parties may obtain specific Participant benefit information via a properly served court ordered subpoena. For additional information please contact the Fidelity Investments Service Center by calling **1-800-841-0213**.

B. PARTICIPANT AND ALTERNATE PAYEE INFORMATION

1. The Order **MUST** contain the following information (or be otherwise obtainable from Fidelity records). Any Order that does not contain this information **may** be **non-qualified**.

- Names of Participant and Alternate Payee
- Last known mailing addresses

NOTE: *If the Order pertains to Child Support, the minor child(ren) **must** be named as the Alternate Payee(s). The Order **must** provide the name and address of the Alternate Payee's legal representative (i.e. guardian or a party acting in loco parentis).*

2. The Order **should** contain the following information. Failure to include this information with the Order will delay the distribution to the Alternate Payee but will **not** cause the Order to be non-qualified. Parties should provide dates of birth and social security numbers under separate cover using the QDRO Information Sheet included in these Guidelines (See Section 10.A "Forms") or the Addendum if a web-generated order has been submitted.
 - Social security numbers for the Participant and Alternate Payee
 - Dates of birth for the Participant and the Alternate Payee
 - The Alternate Payee's relationship to the Participant

C. SHARED/SEPARATE INTEREST

If the Participant **is** currently receiving benefits from the Plan ("In Pay") or will be "In Pay" at the time the Order is submitted for review, please refer to the "IN PAY/Shared Interest" column below.

NOTE: Orders that attempt to award a Separate Interest when the Participant is "IN PAY" **will be non-qualified**.

If the Participant **is not** currently receiving benefits from the Plan ("Not In Pay") and will not be "In Pay" at the time the Order is submitted for review, please refer to **either** the Shared Interest or Separate Interest columns below.

NOTE: The Parties may assign *either* a Shared Interest *or* Separate Interest when the Participant is not "IN PAY".

IN PAY (Shared Interest)

NOT IN PAY (Separate Interest)

SHARED INTEREST

1. The Order **MUST** clearly indicate that the Alternate Payee is to receive a *shared* interest in the Participant's benefit. Accordingly, the Order **should** state:
 - the Alternate Payee is to receive a portion of the Participant's benefit payments only if, as and when each payment is made to the Participant;
 - the benefit will be based on the Participant's life expectancy; and
 - the Alternate Payee's form of benefit will be based on the Participant's election at retirement.
2. If the Order is **silent** or **unclear** with respect to this issue, the Order will be **non-qualified**.

SEPARATE INTEREST

1. The Order **MUST** clearly indicate that the Alternate Payee is to receive a *separate* interest in the Participant's benefit. Accordingly, the Order **should** state:
 - the Alternate Payee will have the separate right to select when and how the benefit awarded will be paid;
 - the benefit will be based on the Alternate Payee's life expectancy; and
 - the benefit will be adjusted based on the actuarial assumptions of the Plan(s) as of the date of the Alternate Payee's benefit commencement.
2. If the Order is **silent** or **unclear** with respect to this issue, the Order will be **non-qualified**.

2. BASIC ELEMENTS OF AN ORDER

D. AMOUNT OF THE ALTERNATE PAYEE'S AWARD

If the Participant *is* currently receiving benefits from the Plan ("In Pay") or will be "In Pay" at the time the Order is submitted for review, please refer to the "IN PAY/Shared Interest" below.

NOTE: Orders that attempt to award a Separate Interest when the Participant is "IN PAY" **will be non-qualified**.

If the Participant *is not* currently receiving benefits from the Plan ("Not In Pay") and will not be "In Pay" at the time the Order is submitted for review, please refer to *either* the Shared Interest or Separate Interest below.

NOTE: The Parties may assign *either* a Shared Interest *or* Separate Interest when the Participant is not "IN PAY".

1. IN PAY (Shared Interest)

- a. The Order **MUST** state the amount of the Alternate Payee's award in a manner that is clear and calculable.
- b. The Order **may** state the Alternate Payee's shared interest award as:
 - a fraction, percentage or specific dollar amount payable out of the Participant's benefit if, as and when each payment is made to the Participant.
- c. The Order will be **non-qualified** if:
 - i.) the Order is silent with respect to this issue,
 - ii.) the amount of the award is unclear, or
 - iii.) the Order requires the payment of benefits in excess of those to which the Participant is entitled.

SAMPLE LANGUAGE:

To address the award, the following may be added to the Order:

- The Alternate Payee is awarded ___ (*add fraction, percentage or specific dollar amount*) payable out of the Participant's benefit if, as and when each payment is made to the Participant.

2. NOT IN PAY (Separate Interest)

- a. The Order **MUST** state the Alternate Payee's award in a manner that is clear and calculable. The award must be a specified amount or percentage of the Participant's benefit to be paid to the Alternate Payee, or a definite formula by which Fidelity can determine that amount.
- b. The Participant will have a benefit calculated under **BOTH** a Legacy formula and a Cash Balance formula if hired before December 31, 2009 and active after January 1, 2010. The award stated in the Order will apply to BOTH the Legacy formula and the Cash Balance formula, as applicable, in the calculation of the Alternate Payee's award.

SAMPLE LANGUAGE:

To address the award, the following may be added to the Order:

- A *fraction or percentage* of the Participant's vested accrued benefit as of a specified date.
- A specific flat dollar amount of the Participant's vested accrued benefit as of a month end date payable from the cash balance formula only.

NOTE: In the event the Order assigns a specific flat dollar amount and the Participant's cash balance formula is insufficient to fund the Alternate Payee's award, the Order will be **non-qualified**.

NOTE: Sample fraction: The Alternate Payee is awarded a portion of the Participant's accrued benefit based on the following formula: ___% of a fraction (not greater than one), the numerator is defined as the number of months of the Participant's service accrued between ___ (insert date) and ___ (insert date), and the denominator is defined as the number of months of Participant's service accrued as of the earlier of the Participant's benefit commencement date or the Alternate Payee's benefit commencement date. This fraction will be applied to the Participant's vested benefit accrued as of the earlier of the Participant's benefit commencement date or the Alternate Payee's benefit commencement date.

2. BASIC ELEMENTS OF AN ORDER

D. AMOUNT OF THE ALTERNATE PAYEE'S AWARD

2. NOT IN PAY (Separate Interest) continued

- c. The Participant will have a benefit calculated under a Cash Balance formula ONLY if hired on or after January 1, 2010. The award stated in the Order will be applied to the benefit calculated under the Cash Balance formula ONLY, as applicable, in the calculation of the Alternate Payee's award.

SAMPLE LANGUAGE:

To address the award, the following may be added to the Order:

- A fraction *or* percentage of the Participant's vested accrued benefit as of a month end date; **OR**
- A specific flat dollar amount of the Participant's vested accrued benefit as of a month end date.

NOTE: A Participant's benefit calculated under the **Cash Balance** formula is valued at **month end**. Therefore, if the Participant's accrued benefit includes a benefit calculated under the **Cash Balance** formula, the valuation date provided in the Order should be a month end date. Please note: If the specified valuation date in the Order is a date other than a month end, the Plan will assume the previous month end valuation date in determining the value of the Participant's benefit calculated under the Cash Balance formula to be divided.

NOTE: Participant pay credits under the Cash Balance formula are posted on an annual basis. The Alternate Payee's award **will exclude** any pay credits for the current year if the valuation date stated in the Order is prior to the posting of that year's pay credits unless the Order states otherwise.

NOTE: If the Participant's accrued benefit is inclusive of benefits calculated under **BOTH** the Legacy formula and the Cash Balance formula, the Alternate Payee will receive benefits calculated under **BOTH** the Legacy formula and the Cash Balance formula; unless the Order states otherwise.

NOTE: An Order may not require the payment of benefits in excess of those to which the Participant is entitled. Any attempt to award the Alternate Payee a portion of an unvested benefit will be **non-qualified**.

NOTE: The Participant's accrued benefit under the Legacy formula is expressed as a Single Life Annuity. The Participant's accrued benefit under the Cash Balance formula is expressed an account value.

2. BASIC ELEMENTS OF AN ORDER

E. INTEREST ON CASH BALANCE AWARDS (For Cash Balance benefit only)

Interest will be credited on the Alternate Payee's award at the rate determined by the Plan, at such times as determined by the Plan.

SAMPLE LANGUAGE: To address interest, the following sentence may be added to the Order:

- Interest will be credited on the Alternate Payee's Cash Balance award at the rate determined by the Plan at such times as determined by the Plan. (Cash Balance benefit only)
-

F. EARLY RETIREMENT SUBSIDY (For a Legacy Benefit only)

Early Retirement Subsidy: If the participant retires prior to normal retirement age and the Plan does not apply a full actuarial reduction in the amount of benefit that is paid to the participant, the amount by which the benefit is not actuarially reduced is called an early retirement subsidy.

- The Alternate Payee will be entitled to a proportional amount of the Participant's early retirement subsidy, if any, only if the Order specifically awards a share of the Participant's early retirement subsidy to the Alternate Payee.
- In the event the Alternate Payee commences his or her benefit **prior** to the Participant's benefit commencement, the Alternate Payee **will forfeit** any entitlement to early retirement subsidy unless the order states otherwise.
- If the Order assigns the Alternate Payee a portion of the early retirement subsidy, the Alternate Payee will receive a proportionate share of early retirement subsidy unless otherwise provided in the Order.
- If the Order is **silent** regarding the Alternate Payee's assignment of early retirement subsidy the Alternate Payee **will not** have the right to share in any early retirement subsidy.
- If the Order is unclear regarding the Alternate Payee's assignment of early retirement subsidy or the assigned portion of early retirement subsidy, the Order will be **non-qualified**.

SAMPLE LANGUAGE: To address this issue, one of the following sentences may be added to the Order:

- The Alternate Payee **is not** entitled to a share of any early retirement subsidies.
 - The Alternate Payee **is** entitled to a share of any early retirement subsidies proportional to the Alternate Payee's interest in the Participant's accrued benefit. However, if the Alternate Payee commences his or her benefit **prior to** the Participant, the Alternate Payee **will not** receive any early retirement subsidy and the Alternate Payee's entitlement will be forfeited.
-

2. BASIC ELEMENTS OF AN ORDER

G. BENEFIT FORM

NOTE: The Pension Protection Act requires pension plans to limit the availability of some benefit forms when pension funding is below certain thresholds. While the restrictions do not affect the right to receive a pension benefit, certain payment options may be limited or unavailable.

IN PAY (Shared Interest)

1. The Order **should** state that the Alternate Payee's benefit will be paid in the same form selected by the Participant.
2. Any Order that is unclear with respect to this issue, or that gives the Alternate Payee the right to select a form of benefit will be **non-qualified**.
3. If the Order is **silent** with respect to this issue, the Alternate Payee's benefit will be paid in the same form as selected by the Participant.

SAMPLE LANGUAGE: To address form of benefit, the following sentence may be added to the Order:

- The Alternate Payee's benefit will be paid in the same form of benefit selected by the Participant at benefit commencement.

NOT IN PAY (Separate Interest)

1. The Order may simply provide that the Alternate Payee may select from the forms of benefit available under the Plan to Alternate Payees at the time the Alternate Payee becomes eligible and elects to commence his or her benefit.
2. An Order that indicates the Alternate Payee is to receive his or her benefit in the form of a Joint and Survivor Annuity with respect to a subsequent spouse will be **non-qualified**.
3. If the Order is **silent** or **unclear** regarding this issue, the Alternate Payee will have the right to select from the forms of benefit available under the Plan to Alternate Payees at the time he or she is eligible and elects to commence his or her benefit.

SAMPLE LANGUAGE: To address form of benefit, the following sentence may be added to the Order:

- The Alternate Payee may select from the forms of benefit available to Alternate Payees under the Plan at the time he or she is eligible and elects to commence his or her benefit.

H. COMMENCEMENT OF BENEFIT

IN PAY (Shared Interest)

1. The Order **should** specify when the Alternate Payee may commence the awarded benefit.
2. *If the Participant has commenced benefits:* The earliest time permitted for the Alternate Payee to commence is the next benefit payment following qualification of the Order.
 - The Alternate Payee shall receive payment when the next payment is made to the Participant following qualification of the Order.
3. *If the Participant has not yet commenced benefits:* The earliest time permitted for the Alternate Payee to commence benefits is on the Participant's actual benefit commencement date.
 - The Order may simply provide that the Alternate Payee may commence at the "earliest time permitted" by the Plan.
4. If the Alternate Payee's commencement is unclear or inconsistent with the Alternate Payee's award, the Order will be **non-qualified**.

NOTE: If the Order is **silent** regarding this issue, the Alternate Payee shall commence when the next payment is made to the Participant following qualification of the Order.

NOTE: The Plan does not allow retroactive payments; any Order that states otherwise will be **non-qualified**.

CONTINUED on following page

NOT IN PAY (Separate Interest)

1. The Order **should** specify when the Alternate Payee may commence the awarded benefit.
2. The earliest time permitted for the Alternate Payee to commence benefit is:
 - at the Participant's earliest retirement age as defined by the Plan.
3. The Order may simply provide that the Alternate Payee may commence his or her benefit at the "earliest time permitted" by the Plan.
4. If the Alternate Payee's commencement is unclear or inconsistent with the Alternate Payee's award, the Order will be **non-qualified**.
5. If the Order is **silent** with respect to this issue, the Alternate Payee may commence benefits at the earliest time permitted as defined by the Plan.

NOTE: If the Alternate Payee commences his or her benefit prior to the Participant's commencement, the Alternate Payee's may forfeit the entitlement to certain discretionary benefits.

NOTE: If the Alternate Payee commences his or her benefit prior to the Participant's normal retirement age, the Alternate Payee's award will be actuarially reduced in accordance with the terms of the Plan.

CONTINUED on following page:

2. BASIC ELEMENTS OF AN ORDER

H. COMMENCEMENT OF BENEFIT *continued*

IN PAY (Shared Interest)

NOT IN PAY (Separate Interest)

CONTINUED from previous page:

SAMPLE LANGUAGE: To address commencement of benefit, the following sentence may be added to the Order:

- The Alternate Payee shall receive payment when the next payment is made to the Participant following qualification of the Order.

CONTINUED from previous page:

SAMPLE LANGUAGE: To address commencement of benefit, the following sentence may be added to the Order:

- The Alternate Payee may commence benefits at the earliest time permitted by the Plan.

I. DEATH OF THE ALTERNATE PAYEE

IN PAY (Shared Interest)

NOT IN PAY (Separate Interest)

1. The Order **should** address the disposition of the Alternate Payee's award in the event of the Alternate Payee's death.
2. The Alternate Payee's benefit shall **revert** to the Participant if the Alternate Payee dies prior to the Participant.
3. Any Order that states otherwise or is unclear with respect to the disposition of the Alternate Payee's benefit **will be non-qualified**.
4. If the Order is **silent** with respect to this issue, the Alternate Payee's benefit shall **revert** to the Participant if the Alternate Payee dies prior to the Participant.

SAMPLE LANGUAGE: To address death of the Alternate Payee, the following sentence may be added to the Order:

- The Alternate Payee's benefit shall revert to the Participant in the event that the Alternate Payee dies prior to the Participant.

1. The Order **should** address the disposition of the Alternate Payee's award in the event of the Alternate Payee's death.
2. The Alternate Payee's benefit shall **revert** to the Participant in the event that the Alternate Payee dies prior to the commencement of his or her benefit.
3. If the Alternate Payee dies subsequent to the commencement of his or her benefit, the disposition of his or her benefit will be determined based on the benefit form selected by the Alternate Payee and in accordance with the Plan's provisions.
4. Any Order that states otherwise or is unclear with respect to the disposition of the Alternate Payee's benefit **will be non-qualified**.
5. If the Order is **silent** with respect to this issue, payments will be made in accordance with the Plan's provisions.

SAMPLE LANGUAGE: To address the death of the Alternate Payee, the following paragraph may be added to the Order:

- The Alternate Payee's benefit shall revert to the Participant in the event that the Alternate Payee dies prior to the commencement of his or her benefit. If the Alternate Payee dies subsequent to the commencement of his or her benefit, the disposition of his or her benefit will be determined based on the benefit form selected by the Alternate Payee.

2. BASIC ELEMENTS OF AN ORDER

J. DEATH OF THE PARTICIPANT; SURVIVING SPOUSE BENEFITS

IN PAY (Shared Interest)

The death of the Participant will affect the Alternate Payee's right to receive the awarded portion of the Participant's benefit.

If the Participant has not commenced benefit:

1. If the Parties are awarding a **Shared Interest** in the Participant's benefit, the Alternate Payee will not be entitled to **any** benefit under the Plan unless the Order specifically designates the Alternate Payee as the Participant's surviving spouse.
2. The Order may provide for the Alternate Payee to be treated as the Participant's surviving spouse under the Plan.
3. If the Order designates the Alternate Payee as the surviving spouse, the Order must specify the extent (i.e. specific percentage or portion) to which the Alternate Payee is to be treated as surviving spouse. Failure to specify the portion assigned to the Alternate Payee will cause the Order to be **non-qualified**.

NOTE: If the Order designates the Alternate Payee as the survivor annuitant and the Participant has not yet retired or commenced at the time the Order is qualified, the Participant will be required to elect the survivor annuity at retirement with the Alternate Payee designated as surviving spouse.

NOTE: If the Order is **silent** with respect to the surviving spouse designation, the Alternate Payee will not receive a portion of the Participant's benefit unless the Participant elects a surviving spouse benefit and designates the Alternate Payee as surviving spouse at retirement.

If the Participant has commenced benefit:

1. The Alternate Payee will continue to receive benefits from the Plan following the death of the Participant **ONLY IF** the Participant designated the Alternate Payee as the survivor annuitant at the time of commencement.

NOTE: The disposition of any survivor benefits will be dependent upon the election made by the Participant at the commencement of benefits. Once the Participant has commenced benefits, the form of benefit cannot be changed.

NOTE: The Order will be **non-qualified** if it contains language relating to the surviving spouse designation that is **unclear** or **contradicts** the elections made by the Participant at commencement.

SAMPLE LANGUAGE: The following may be added to the Order.

- If the Participant **is not** receiving a retirement benefit at the time the Order is qualified, the Alternate Payee will be designated as the Participant's "surviving spouse" for the purpose of preserving an amount equal to the portion of the Participant's benefit the Alternate Payee would have received under the Order. In the event the Participant **is** receiving a retirement benefit at the time the Order is qualified, the Alternate Payee will be considered the "surviving spouse" **only if** the Participant designated the Alternate Payee as the "surviving spouse" at commencement. If the Alternate Payee was not named "surviving spouse" at the time the Participant commenced, the award to the Alternate Payee will terminate at the Participant's death.

NOT IN PAY (Separate Interest)

The death of the Participant will not affect the Alternate Payee's right to receive the awarded portion of the Participant's benefit. The designation of the Alternate Payee as surviving spouse is not necessary to preserve the Alternate Payee's awarded Separate Interest benefit.

1. The Alternate Payee shall not be considered the surviving spouse of the Participant unless the Order specifically provides for the designation. Such surviving spouse designation may be made with respect to all or part of the Participant's benefit.

NOTE: If the Order designates the Alternate Payee as the surviving spouse, the Participant will be required to elect the survivor annuity at retirement and will not be eligible for a lump sum benefit payment.

2. If the Order awards a **Separate Interest**, the Order may provide for the Alternate Payee to be treated as the Participant's surviving spouse under the Plan in the event of the death of the Participant **IN ADDITION TO** the Separate Interest benefit awarded to the Alternate Payee.

3. If the Order designates the Alternate Payee as the surviving spouse, the Order must specify the extent to which the Alternate Payee is to be treated as surviving spouse. If the Parties intend that the Alternate Payee and a subsequent spouse of the Participant are to share the survivor benefit, the QDRO should specifically state that the Alternate Payee's surviving spouse benefit is limited to a specific portion of the Participant's benefit.

NOTE: If the Alternate Payee is to be treated as surviving spouse, reduced benefits will be payable to the Participant during their joint lives. Such surviving spouse designation may be made with respect to all or part of the Participant's benefit.

SAMPLE LANGUAGE: To address the assignment of surviving spouse benefits, one of the following may be added to the Order:

- The Alternate Payee **IS NOT** designated the Participant's 'surviving spouse'. The Alternate Payee's award will not be affected by the death of the Participant.
- The Alternate Payee **IS** designated the Participant's 'surviving spouse' for the purpose of receiving _____ (add amount, e.g. any and all, a proportionate share, a specified percentage as of a specific date) of the surviving spouse benefit available under the Plan. The Alternate Payee will receive a portion of the survivor benefit in addition to the assigned Separate Interest award.

NOTE: If the Order is **silent** on this issue, the Alternate Payee will not be considered the Participant's surviving spouse.

2. BASIC ELEMENTS OF AN ORDER

K. TAXATION

An Alternate Payee who is a spouse or former spouse of the Participant is responsible for any taxes incurred upon distribution of benefits. Payments to any Alternate Payee other than a spouse or former spouse are taxable to the Participant. **The Order will be non-qualified if it states otherwise.**

SAMPLE LANGUAGE: To address the issue of taxation, the following paragraph may be added to the Order:

“For purposes of Sections 402 and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution.”

3. ORDERS ACCEPTED FOR REVIEW

Fidelity must receive an **original or photocopy** of either a Court Certified or True Copy of a Court-Executed Order that has been determined to be qualified before the terms of the Order can be honored. (See Section 9 “Definition of Terms”.)

A. ORDERS ACCEPTED FOR REVIEW

The following may be submitted to Fidelity for review:

1. **Any Court-Executed Order** (as defined in Section 9 “Definition of Terms”)
2. **A signed Order or Notice from a duly authorized Title IV-D state child support enforcement agency**

NOTE: The Participant must be “In Pay” and the Order or Notice must clearly identify the Plan from which benefits are to be assigned.

3. **A Draft Amended Order**

NOTE: After the Draft Amended Order has been reviewed, the next Order submitted for review must be a Court-Executed Order.

4. **An Executed or Draft Amended Combination Order** (as defined in Section 9 “Definition of Terms”)

NOTE: Each individual plan named in the Order must qualify under the appropriate Guidelines for the Order to be considered qualified. Therefore, the parties may find it preferable to enter a separate Order for each Plan from which benefits are sought to be assigned to the Alternate Payee. The only exception to this policy is in the event that the Participant is 'in pay status' for a defined benefit retirement Plan. In this case, Fidelity will qualify sections of the Order which pertain to the Plan, even if the Order references additional Plan(s) for which the Order is non-qualified.

NOTE: Along with your *initial* Order, please submit a completed copy of the attached “QDRO Information Sheet” (See Section 10 “Forms”) or the Addendum, for a web-generated Order. (The QDRO Information Sheet or the Addendum does not need to be submitted with Amended Orders.)

B. ORDERS NOT ACCEPTED FOR REVIEW

The following Orders will NOT be reviewed:

1. **Initial Draft Order.**

NOTE: An Initial Draft Order will not be considered sufficient notification to the Plan of the Alternate Payee’s interest. (See Section 5 “Disbursement Restrictions”)

2. **An Order that references a Plan for which Fidelity does not provide QDRO qualification services.**

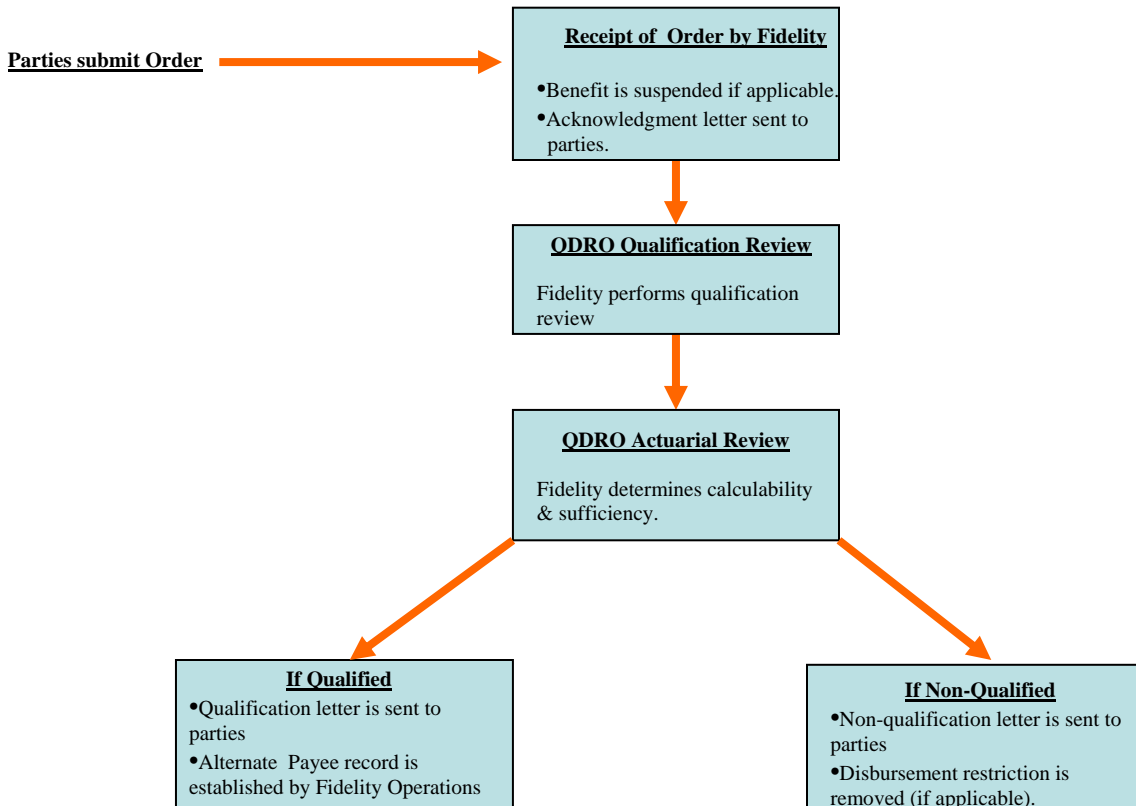
NOTE: Such an Order will be returned to the sender.

4. TIMEFRAME FOR REVIEW

Pursuant to ERISA and the Code, Fidelity will advise the Parties, in writing, within a reasonable period of time as to the Order's qualification or non-qualification.

Typically, Fidelity determines the qualification or non-qualification of an Order within 10-15 business days for Orders generated from the Fidelity QDRO Center (which have not been altered) and within 60 business days for Orders not generated from the Fidelity QDRO Center *or* for Orders generated from the Fidelity QDRO Center but subsequently altered.

FLOW CHART OF ORDER REVIEW PROCESS



09/07/2006

5. DISBURSEMENT RESTRICTIONS

Upon placement of a disbursement restriction the Participant's benefits (and/or Alternate Payee's benefits, if applicable) will be suspended if the Participant (or Alternate Payee) is "In Pay". If the Participant (or Alternate Payee) is "Not In Pay", the Participant (or Alternate Payee) may not initiate the commencement of benefit while the disbursement restriction is in place.

A. PLACEMENT OF DISBURSEMENT RESTRICTIONS

1. Fidelity **will** place a disbursement restriction on the Participant's benefit(s) (and/or Alternate Payee's benefit(s), if applicable) upon receipt of the following:
 - **A Court-Executed Order**
 - **A Court-Executed Amended Order**
 - **A Joinder***
 - **Written direction from the Plan Sponsor**
 - **A letter of Dispute** (See Section 7 "Disputes".)
2. Fidelity **will not** place a disbursement restriction on the Participant's benefit(s) upon receipt of an Initial Draft Order and an Initial Draft Order will not be considered sufficient notification to the Plan of the Alternate Payee's interest.

NOTE: If Fidelity receives one of the above-referenced documents and the document is unclear with respect to the Plan to which it applies, **a disbursement restriction and/or flag will be placed on each of the Participant's plans for which Fidelity provides ODRO review and qualification services.**

B. REMOVAL OF DISBURSEMENT RESTRICTIONS

A disbursement restriction **will remain** on a Participant's benefit(s) (and/or the Alternate Payee's benefit(s), if applicable) until **one** of the following occurs:

1. Receipt of a Court Order directing the removal of the restriction on the Plan; or
2. Receipt of a Court Order vacating a previously received Order, the receipt of which caused the disbursement restriction to be originally placed on the Participant's benefit(s); or
3. The qualification of the Order and the establishment of a record in the Alternate Payee's name; suspended benefits will be released to the Participant following qualification of the Order. If applicable, the Alternate Payee's benefit will include the awarded portion of any Participant benefit payments that were suspended during the review period; or
4. The non-qualification of an Order pertaining to a Participant who is **In Pay** at the time the Order was received; all suspended benefits **will be released** to the Participant at the time that the Order is determined non-qualified; or
5. The expiration of an 18 month deadline to provide an amended Order following the non-qualification of a court-approved Order pertaining to a Participant that is **Not In Pay** at the time the Order was received; or
6. Receipt of either a notarized document signed by the Alternate Payee, requesting the removal of the restriction from the Participant's benefit(s) or receipt of a notarized document signed by the Participant, requesting the removal of the restriction from the Alternate Payee's benefit(s); or
7. The expiration of the 45-day deadline to provide an amended Order as a result of a dispute of a previously qualified Order (See Section 7, "Disputes".); or
8. Receipt of written direction from the Plan Sponsor.

*Upon receipt of a Joinder that references the Plan, Fidelity will place a disbursement restriction on the Participant's Plan benefit(s). Fidelity will acknowledge receipt of the Joinder and notify the Parties of the restriction on the benefit(s) in writing. No later than three business days following receipt of a Joinder, Fidelity will forward the Joinder to the Plan for response. All communications to the court and the Parties regarding the Joinder are the responsibility of the Plan.

6. WRITTEN NOTIFICATIONS

A. ACKNOWLEDGEMENTS

1. Fidelity will acknowledge receipt of all QDRO-related documents in writing to all Parties (provided address information is available):
2. The acknowledgment letter will:
 - notify the Parties of Fidelity's receipt of the submitted document;
 - address any restrictions placed on the Participant's benefit(s) (and the Alternate Payee's benefit(s), if applicable); and
 - address the timeframe for review.
 - direct the Parties to the Fidelity Investments Service Center or Fidelity QDRO Center to request free copies of the QDRO Guidelines.
3. A free copy of these QDRO Approval Guidelines and Procedures will be provided to the Parties upon request. Parties may request a free copy of the Guidelines by calling the Fidelity Investments Service Center: **1-800-841-0213**. In addition, QDRO Guidelines have been electronically provided through the Fidelity QDRO Center **<https://qdro.fidelity.com>**.

B. QUALIFICATION OF THE ORDER

1. Upon a determination that the Order is qualified, Fidelity will establish a record for the Alternate Payee.
2. Shortly after determination that the Order is qualified, the Alternate Payee will receive a qualification letter regarding the benefit payable and the earliest commencement date. A copy of the qualification letter will also be forwarded to the Participant.

C. NON-QUALIFICATION OF THE ORDER

1. If the Order does not meet the requirements of ERISA, the Code and the Plan as reflected in these QDRO Guidelines, it will be non-qualified. The Parties will be notified, in writing, upon a determination that the Court-Executed Order or Draft Amended Order is non-qualified. The non-qualification letter will clearly identify and detail the deficiencies in the Order and will provide the necessary information to render the Order qualified, pursuant to these QDRO Guidelines.
2. Subsequent to the determination that an Order is non-qualified, one (1) Draft Amended Order may be provided to Fidelity for review. (See Section 9 "Definition of Terms".)
3. Following the review of a Draft Amended Order, the next document submitted for review **MUST** be a Court-Executed Order. (See Section 9 "Definition of Terms".)

7. DISPUTES

Dispute: For purposes of these Guidelines, “dispute” shall mean that one or more of the Parties are questioning the terms and/or the interpretation of a Qualified Domestic Relations Order or the amount awarded to the Alternate Payee pursuant to a Qualified Domestic Relations Order.

- A. Parties disputing a domestic relations Order qualified by a party other than Fidelity should contact the Plan Sponsor. (See Section 8.A.1 “Contact Information”.)
- B. Parties disputing a domestic relations Order qualified by Fidelity should follow the procedures outlined below.

NOTE: The procedures below may not apply if either the Alternate Payee or the Participant has taken a distribution and Fidelity has complied with both the Order and these Guidelines. In such case, the disputing party may need to seek relief outside the Plan.

1. The party disputing the award **MUST** notify Fidelity of the dispute in writing by mail or fax. (See Section 8.A.2.b “Contact Information”). The written letter of dispute should clearly state the reason(s) for the dispute.
2. Upon receipt of a written letter of dispute, Fidelity will acknowledge receipt of the dispute in writing and will place **temporary disbursement restrictions** on both the Participant’s and the Alternate Payee’s benefit.
3. Fidelity will investigate the dispute and will send the Parties a written notice of the Plan’s determination with respect to whether Fidelity complied with the terms of the Order.
4. If Fidelity has not complied with the terms of the Order, the necessary corrective action will be taken.
5. If Fidelity has complied with the terms of the Order, the Parties will have **45 days** from the date of the determination notice to submit either a) a Court-Executed Amended Order that supersedes the disputed Order, or b) a court document demonstrating that the Parties intend to go to court with this matter. If a Court-Executed Amended Order or other appropriate court document is **not** received within **45 days**, the disbursement restrictions on the Participant’s and the Alternate Payee’s benefit will be removed and the terms of the original qualified Order will be honored.

The Court-Executed Amended Order must clearly indicate that it is amending the previously qualified Order. Accordingly, the Court-Executed Amended Order should include the following:

- The name of the previously qualified Order which is to be amended
- The date of the previously qualified Order which is to be amended
- The name of the Plan to which the previously qualified Order and Court-Executed Amended Order applies
- Language indicating that the Court-Executed Amended Order is intended to either a) supersede the previously qualified Order or, b) to award an additional amount of money in excess of what was awarded to the Alternate Payee in the original qualified domestic relations Order (if the original qualified domestic relations Order awarded the Alternate Payee an amount less than the amount to which the Alternate Payee is entitled).

8. CONTACT INFORMATION

Plan Sponsor: Marathon Oil Company

Recordkeeper & QDRO Service Provider: Fidelity Investments

A. MAILING ADDRESSES

1. Plan Administrator Mailing Address:

The Plan's Summary Plan Description can be obtained at www.mrobenefits.com. Additionally, written requests for the Plan's Summary Plan Description and/or issues pertaining to Orders previously qualified by a party other than Fidelity should be sent to:

**Marathon Oil Company
Attn: Thrift & Retirement
5555 San Felipe Street
Houston TX 77056**

2. Fidelity Mailing Addresses:

- a. Subpoenas, Restraining Orders and other non-QDRO related correspondence should be sent to the following address:

**Fidelity Investments
P.O. Box 770001
Cincinnati, OH 45277-0065
ATTN: Marathon Oil Company - Operations**

- b. The following documents associated with the qualification of Order should be sent to the address below:

- Court-Executed Order (Order, Judgment, Decree, Property Settlement Agreement) (See Section 3.A. "Orders Accepted for Review" and Section 9 "Definition of Terms")
- Draft Amended Order (See Section 3.A. "Orders Accepted for Review" and Section 9 "Definition of Terms")
- Joinder (See Section 5.A.1. "Disbursement Restrictions")
- Letters of Dispute (See Section 7 "Disputes")
- Written Notification of Address and/or Name Change

**Fidelity Investments
QDRO Administration Group
P.O. Box 770001
Cincinnati, OH 45277-0066
ATTN: Marathon Oil Company**

B. PHONE NUMBERS

Fidelity Investment Service Center Number at: 1-800-841-0213

C. FACSIMILE NUMBERS

Parties may submit QDRO-related documents listed in A.2.b above and written QDRO-related inquiries via facsimile. Fidelity's Facsimile Number: **1-877-665-4284**

D. FIDELITY'S QDRO CENTER

Basic information about QDRO's and copies of the Plan's QDRO Guidelines may be obtained through the Fidelity QDRO Center: <https://qdro.fidelity.com>

9. DEFINITION OF TERMS

A. TYPES OF ORDERS

- ❖ **Court-Executed Order**: An Order, Judgment, Decree or Property Settlement Agreement executed by a court of competent jurisdiction relating to the provision of child support, alimony payments, or marital property rights made pursuant to a state domestic relations law and filed with the appropriate court clerk's office.
- ❖ **Initial Draft Order**: An Order, Decree or Property Settlement Agreement relating to the provision of child support, alimony payments, or marital property rights that has not been executed by the court.
- ❖ **Draft Amended Order**: An Order, Decree or Property Settlement Agreement relating to the provision of child support, alimony payments, or marital property rights that has not been executed by the court but is submitted to Fidelity after an executed Order has been determined to be non-qualified by Fidelity.
- ❖ **Combination Order**: An Order, Decree or Property Settlement Agreement relating to the provision of child support, alimony payments, or marital property rights that address two or more of the employee benefit plans sponsored by Marathon Oil Company.
- ❖ **Order**: A Court Executed Order, Initial Draft Order, or Draft Amended Order (as defined above).
- ❖ **Court Certified Order or True Copy**: A Court-Executed Order containing either a) a court stamp or seal indicating the Order is a certified copy or a true copy and the signature of the judge (or other court official), or b) a file stamp and the signature of the judge (or other court official).

B. OTHER TERMS

- ❖ **Accrued Benefit**: benefit that a Participant has accumulated based service. For purposes of these QDRO Guidelines the Legacy formula is expressed as a Single Life Annuity and the Cash Balance formula is expressed as an account value.
- ❖ **Alternate Payee**: A spouse, former spouse, child or other dependent of a participant who is recognized by a Qualified Domestic Relations Order as having a right to be paid all, or a portion of, a Participant's plan benefit/account.
- ❖ **In Pay Participant**: The Participant is receiving benefit payments from the Plan or will be receiving benefits from the Plan at the time the Order is submitted to Fidelity for review.
- ❖ **Joinder**: A state court issued legal document that results in the uniting of parties or claims in a single lawsuit.
- ❖ **Not In Pay Participant**: The Participant is not receiving benefit payments from the Plan and will not be receiving benefits from the plan at the time the Order is submitted to Fidelity for review.
- ❖ **Participant**: A member of an employer-sponsored qualified retirement plan.
- ❖ **Parties**: The Participant, Alternate Payee and their legal representatives.
- ❖ **Summary Plan Description**: A document that the Plan Administrator is required to provide to each participant and beneficiary receiving benefits that summarizes their rights and benefits along with the obligations of the Plan.
- ❖ **Addendum**: A document generated after drafting an order using Fidelity's QDRO Center (<https://qd.ro.fidelity.com>). The addendum contains the same information as the QDRO Information Sheet(s) found in Section 10 "Forms" of these guidelines
- ❖ **Valuation Date**: The date as of which a Participant's account or benefit will be measured or calculated for determining an Alternate Payee's award. (Sometimes referred to the "as of" date.)
- ❖ **Vested**: Having reached a point in time (or event) in which the requirements for an irrevocable entitlement to a portion of benefits have been met.

10. FORMS

ALTERNATE PAYEE INFORMATION

SOCIAL SECURITY NUMBER

STREET ADDRESS

FIRST NAME

STREET ADDRESS CONTINUED

MIDDLE NAME

CITY

LAST NAME

STATE

DATE OF BIRTH (MMDDYYYY)

ZIP CODE

PHONE NUMBER

ALTERNATE PAYEE ATTORNEY INFORMATION

FIRM NAME

FIRST NAME

STREET ADDRESS

LAST NAME

STREET ADDRESS CONTINUED

SUFFIX

CITY

PHONE NUMBER

STATE

FAX NUMBER

ZIP CODE

11. MODEL ORDERS



If the Participant is currently receiving benefits from the Plan (“In Pay”) or will be “In Pay” at the time the Order is submitted for review, please refer to the “IN PAY/Shared Interest” Model below.

NOTE: Orders that attempt to award a Separate Interest when the Participant is “IN PAY” **will be non-qualified**.

If the Participant is not currently receiving benefits from the Plan (“Not In Pay”) and will not be “In Pay” at the time the Order is submitted for review, please refer to either the Shared Interest Model or Separate Interest Model below.

NOTE: The Parties may assign *either* a Shared Interest *or* Separate Interest when the Participant is not “IN PAY”.

MODEL ORDER #1: IN PAY/Shared Interest

MODEL ORDER #2: NOT IN PAY/Separate Interest

- The award stated in this model will apply to ***BOTH*** the Legacy formula and the Cash Balance formula, as applicable, in the calculation of the Alternate Payee’s award.
- Participants in the Plan not employed by Marathon after December 31, 2009 and have a Legacy benefit **ONLY**.
- Participants in the Plan **prior to and after** January 01, 2010, will have both a Legacy and Cash Balance benefit.

MODEL ORDER #3: NOT IN PAY/Separate Interest ~Cash Balance Only.

- Participants active and in the Plan ***on or after January 1, 2010***, the award as stated in this model will apply to the Cash Balance formula **ONLY**.
- Participant active and in the Plan ***on or after*** January 1, 2010.

CAUTION

A domestic relations order is an Order signed by a Judge relating to the provision of child support, alimony payments, or marital property rights made pursuant to a State domestic relations law.

The disposition of qualified plan benefits in domestic relations proceedings involves complex marital rights, legal and tax issues. The following Model Orders may be appropriate as follows: one for a ‘shared interest’ model, one for a ‘separate interest’ model and one for a ‘separate interest cash balance’ model. Each Model Order may be acceptable in assigning benefits to an Alternate Payee. However, please keep in mind that each QDRO is unique and must be composed to fit the circumstances at hand. The Model Orders can be modified as necessary, but must also meet the requirements of the Plan and these Guidelines. Other methods are available and this Model Order may be inappropriate for your particular circumstances.

The following Order is a SAMPLE and is provided as a courtesy only. Neither the Plan Administrator, Marathon Oil Company nor any of its subsidiaries, agents, employees or consultants, nor Fidelity, are authorized to give financial, tax or legal advice; and they make no representation as to the Model Order’s sufficiency under applicable federal or state law or as to its legal consequences. **You should not use this Model Order without consulting your legal, financial, and/or tax advisors.**

Inclusion of Personal Data

Please be advised that some State courts prohibit the inclusion of certain personal information in court documents that will become public record. The Parties may provide dates of birth, social security numbers, and addresses under separate cover in the event that this information is not included in the Order. Failure to include this information will not cause the Order to be non-qualified; however, it will delay the processing of the distribution to the Alternate Payee. Parties may use the QDRO Information Sheet at the end of these Guidelines to supply this information to Fidelity.

Same-Gender Marriages

For purposes of the Plan, a Participant is considered to be married if he/she has a spouse who is a member of the opposite gender, in accordance with how the terms ‘marriage’ and ‘spouse’ are defined under the Federal Defense of Marriage Act of 1996 (DOMA). Further, the Participant and the Alternate Payee should be, or should have been, considered married for federal income tax purposes. Both the Code and ERISA rely upon DOMA to define the term ‘spouse’ to mean a person of the opposite gender who is a husband or wife. Therefore, although same-gender marriages are valid under certain state’s laws, only opposite-gender spouses are eligible to receive spousal benefits and exercise spousal rights under the Plan. An Order issued pursuant to the divorce of two same-gender spouses cannot qualify as a QDRO. Orders attempting to require the Plan to transfer a Participant’s qualified retirement plan benefits to the Participant’s former same-gender spouse should NOT be submitted for review.

Child Support Orders

Please see 2.B.1 of these Guidelines for additional information that would be required in an Order related to child support.

11. MODEL ORDERS

**Retirement Plan of Marathon Oil Company
MODEL ORDER #1
In Pay/Shared Interest Order**

Court of _____ County of _____ State of _____

Petitioner. _____)
and _____) CASE NO. _____

Respondent. _____)
_____) STIPULATED QUALIFIED
_____) DOMESTIC RELATIONS ORDER

WHEREAS, this Court has jurisdiction over Petitioner and Respondent and the subject matter of this Order; and
WHEREAS, Petitioner, Respondent and the Court intend that this Order shall be a Qualified Domestic Relations Order (hereinafter referred to as a 'QDRO') as defined in Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ('ERISA') and Section 414(p) of the Internal Revenue Code of 1986, as amended; and
WHEREAS, pursuant to the referenced statutes, the Plan Administrator shall make a determination of the qualified status of this Order; and
WHEREAS, following approval by the Plan Administrator this Order shall constitute a Qualified Domestic Relations Order; and
WHEREAS, Petitioner and Respondent have stipulated that the Court enter this Order:

NOW, THEREFORE, pursuant to this state's Domestic Relations Laws, IT IS HEREBY ORDERED BY THE COURT as follows:

1. As used in this Order, the following terms shall apply:

(a) **'Participant'** shall mean _____ (First Name M.I. Last Name)
whose current address is _____ (Street Address/Apt #)
_____ (City, State Zip Code)

Please submit Participant's Date of Birth and Social Security Number using the enclosed QDRO Information Sheet or addendum.

(b) **'Alternate Payee'** shall mean _____ (First Name M.I. Last Name)
whose current address is _____ (Street Address/Apt #)
_____ (City, State Zip Code)

Please submit Alternate Payee's Date of Birth and Social Security Number using the enclosed QDRO Information Sheet or addendum.

(c) **'Alternate Payee's relationship to the Participant'** shall mean (*check one*):
 Spouse Former Spouse Child(ren) Other Dependent

(d) This Order pertains to (*check one*):
 Division of Marital Property Alimony/Spousal Support Child Support

(e) With respect to marital property, alimony or spousal support awards, the Participant and the Alternate Payee are/were considered married for federal income tax purposes.

(f) **Plan** shall mean: **Retirement Plan of Marathon Oil Company.**

(g) **Plan Sponsor** shall mean **Marathon Oil Company**

11. MODEL ORDERS

Retirement Plan of Marathon Oil Company MODEL ORDER #1 In Pay/Shared Interest Order

2. Participant and Alternate Payee were married on _____ (MM/DD/YYYY),
were legally separated on _____ (MM/DD/YYYY),
and were legally divorced on _____ (MM/DD/YYYY).
3. The Alternate Payee is awarded a **shared** interest, which shall be _____ (add percentage or specific dollar) of the Participant's monthly benefit payable if, as and when each payment is made to the Participant.
4. The payments to the Alternate Payee shall commence if, as and when the next benefit payment is made following qualification of this Order, and in a manner consistent with the terms of the Plan. No distributions will be made to the Alternate Payee prior to the Participant's actual Benefit Commencement Date.
5. The Alternate Payee's **shared** interest benefit shall be paid to the Alternate Payee in such form as elected by the Participant at the time of his or her benefit commencement. The Alternate Payee may not elect any other form of benefit payment.
6. The Alternate Payee **is** entitled to a share of any early retirement subsidies proportional to the Alternate Payee's interest in the Participant's accrued benefit, as applicable.
7. The Alternate Payee's **shared** interest benefit shall revert to the Participant in the event the Alternate Payee dies prior to or after the commencement of his or her awarded benefit in the Plan.
8. If the Participant **is not** receiving a retirement benefit at the time the Order is qualified, the Alternate Payee will be designated as the Participant's "surviving spouse" for the purpose of preserving an amount *equal to* the portion of the Participant's benefit the Alternate Payee would have received under the Order. In the event the Participant **is** receiving a retirement benefit at the time the Order is qualified, the Alternate Payee will be considered the "surviving spouse" **only if** the Participant designated the Alternate Payee as the "surviving spouse" at commencement. If the Alternate Payee was not named "surviving spouse" at the time the Participant commenced, the award to the Alternate Payee will terminate at the Participant's death.
9. The Alternate Payee shall initiate the distribution in accordance with the terms of the Plan and the administrative procedures that have been established by the Plan Administrator. Payments shall be made in accordance with the Plan's administrative procedures and pursuant to the terms of the Plan.
10. For purposes of Sections 402 and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution.
11. The court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein.
12. In the case of a conflict between the terms of this Order and the terms of the Plan, the terms of the Plan shall prevail.

11. MODEL ORDERS

**Retirement Plan of Marathon Oil Company
MODEL ORDER #1
In Pay/Shared Interest Order**

13. Neither Party shall accept any benefits from the Plan, which are the property of the other Party. In the event that the Plan Administrator inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall forthwith return such benefits to the Plan. In the event that the Plan Administrator inadvertently pays to the Alternate Payee any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee shall forthwith return such benefits to the Plan.
14. The parties to this order intend that it comply with the applicable provisions of ERISA and the Internal Revenue Code. Nothing in this order shall require the Plan or the Plan Administrator to: (a) pay any benefits not permitted under ERISA or the Internal Revenue Code; (b) provide any type or form of benefit or any option not provided under the Plan; (c) provide increased benefits (determined on the basis of actuarial value) under the Plan; (d) pay benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or (e) pay benefits to the Alternate Payee in the form of a qualified joint and survivor annuity for the lives of the Alternate Payee and his or her subsequent spouse.
15. In the event the Plan has an imposed benefit restriction as defined under the Pension Protection Act and the Participant's benefits become affected by such restriction, the Alternate Payee's benefits, as stipulated herein, shall also be affected to the same extent and in the same manner as the Participant's benefit.

Date Entered: _____

Judge of the Court Signature

Attorney for Petitioner:

Attorney for Respondent:

(Name)

(Address)

(Telephone)

(Name)

(Address)

(Telephone)

11. MODEL ORDERS

Retirement Plan of Marathon Oil Company MODEL ORDER #2 Not In Pay/Separate Interest Order

Court of _____ County of _____ State of _____

Petitioner. _____)
and _____) CASE NO. _____
Respondent. _____) STIPULATED QUALIFIED
DOMESTIC RELATIONS ORDER

WHEREAS, this Court has jurisdiction over Petitioner and Respondent and the subject matter of this Order; and
WHEREAS, Petitioner, Respondent and the Court intend that this Order shall be a Qualified Domestic Relations Order
(hereinafter referred to as a 'QDRO') as defined in Section 206(d)(3) of the Employee Retirement Income Security Act
of 1974, as amended ('ERISA') and Section 414(p) of the Internal Revenue Code of 1986, as amended;

WHEREAS, pursuant to the referenced statutes, the Plan Administrator shall make a determination of the qualified this
Order; and

WHEREAS, following approval by the Plan Administrator this Order shall constitute a Qualified Domestic Relations
Order; and

WHEREAS, Petitioner and Respondent have stipulated that the Court enter this Order:

NOW, THEREFORE, pursuant to this state's Domestic Relations Laws, IT IS HEREBY ORDERED BY THE COURT
as follows:

1. As used in this Order, the following terms shall apply:

- (a) **'Participant'** shall mean _____ (First Name M.I. Last Name)
whose current address is _____ (Street Address/Apt #)
_____ (City, State Zip Code)

Please submit Participant's Date of Birth and Social Security Number using the enclosed QDRO Information Sheet or addendum.

- (b) **'Alternate Payee'** shall mean _____ (First Name M.I. Last Name)
whose current address is _____ (Street Address/Apt #)
_____ (City, State Zip Code)

Please submit Alternate Payee's Date of Birth and Social Security Number using the enclosed QDRO Information Sheet or addendum.

- (c) **'Alternate Payee's relationship to the Participant'** shall mean (*check one*):
 Spouse Former Spouse Child(ren) Other Dependent

- (d) This Order pertains to (*check one*):
 Division of Marital Property Alimony/Spousal Support Child Support

(e) With respect to marital property, alimony or spousal support awards, the Participant and the Alternate Payee are/were considered married for federal income tax purposes.

(f) **Plan** shall mean: **Retirement Plan of Marathon Oil Company.**

(g) **Plan Sponsor** shall mean **Marathon Oil Company**

11. MODEL ORDERS

Retirement Plan of Marathon Oil Company
MODEL ORDER #2
Not In Pay/Separate Interest Order

2. Participant and Alternate Payee were married on _____ (MM/DD/YYYY),
were legally separated on _____ (MM/DD/YYYY),
and were legally divorced on _____ (MM/DD/YYYY).
3. The Alternate Payee's interest in the Participant's benefit in the Plan is a **separate interest**. For Participants in the Plan *both* prior to and after January 01, 2010, the award will be as noted in the Order and the Alternate Payee may receive a benefit calculated **under both** the Legacy formula and the Cash Balance formula (as applicable) in the calculation of his or her award.
4. The Alternate Payee is awarded a **separate** interest which shall be the actuarial equivalent of :
 _____ % of the Participant's vested accrued benefit as of _____ (insert date).
 _____ % of a 'marital fraction' applied to the Participant's vested accrued benefit as of _____ (insert date); the 'marital fraction' is defined as: Numerator: _____; Denominator: _____.
5. The Alternate Payee **IS** **IS NOT** awarded a proportionate share of the Participant's early retirement subsidy, if any, when the Participant commences receipt of his or her accrued vested benefit under the Plan. Such proportionate share shall be calculated in the same manner as Alternate Payee's share of the Participant's accrued vested benefit is calculated pursuant to Paragraph 4 above. However, the Alternate Payee is not entitled to any early retirement subsidy if Alternate Payee commences prior to the Participant's Benefit Commencement Date. (Applies to the Legacy Benefit only, otherwise this language will be disregarded.)
6. Interest will be credited on the Alternate Payee's award at the rate determined by the Plan at such times as determined by the Plan. (Applies to the Cash Balance benefit only, otherwise this language will be disregarded.)
7. The payments to the Alternate Payee may commence at the earliest time permitted under the Plan.
8. The Alternate Payee's **separate** interest benefit shall be paid to the Alternate Payee in such form as shall be elected by the Alternate Payee at the time of his or her benefit commencement from among those forms of benefit then currently available to Alternate Payees under the Plan. However, the benefit shall bear an actuarial adjustment under the Plan's standard assumptions.
9. The Alternate Payee's election to commence receipt of benefits under the Plan shall be made in such form and manner as acceptable to the Plan Administrator, and payments shall be made in accordance with the Plan's administrative procedures and pursuant to the terms of the Plan.
10. If the Alternate Payee's dies prior to the commencement of his or her **separate** interest benefit, the awarded benefit shall revert to the Participant.
11. If the Alternate Payee dies subsequent to the commencement of his or her **separate** interest benefit, the disposition of his or her benefit will be determined based on the benefit form selected by the Alternate Payee at commencement.
12. The Alternate Payee is not designated as the Participant's 'surviving spouse'. If the Participant dies **before or after** the Alternate Payee's benefit commencement date, the death of the Participant will not affect the Alternate Payee's right to receive the awarded portion of the Participant's lifetime benefit.

11. MODEL ORDERS

**Retirement Plan of Marathon Oil Company
MODEL ORDER #2
Not In Pay (Separate Interest) Order**

- 13. Pursuant to the terms of the Plan, the Participant's benefit is calculated based on the Participant's normal retirement age. If the Alternate Payee elects to start receiving benefits before the Participant's normal retirement age, the Alternate Payee will receive the actuarial equivalent value of his or her awarded benefit to account for such early commencement, adjusted for the Alternate Payee's age and life expectancy at commencement of the benefit, and the applicable benefit form option, in accordance with the actuarial assumptions set forth in the Plan. Consequently, the amount payable to the Alternate Payee may be more or less than the dollar amount actually subtracted from the Participant's benefit.
- 14. For purposes of Sections 402 and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution.
- 15. The court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein.
- 16. In the case of a conflict between the terms of this Order and the terms of the Plan, the terms of the Plan shall prevail.
- 17. Neither Party shall accept any benefits from the Plan, which are the property of the other Party. In the event that the Plan Administrator inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall forthwith return such benefits to the Plan. In the event that the Plan Administrator inadvertently pays to the Alternate Payee any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee shall forthwith return such benefits to the Plan.
- 18. The parties to this order intend that it comply with the applicable provisions of ERISA and the Internal Revenue Code. Nothing in this order shall require the Plan or the Plan Administrator to: (a) pay any benefits not permitted under ERISA or the Internal Revenue Code; (b) provide any type or form of benefit or any option not provided under the Plan; (c) provide increased benefits (determined on the basis of actuarial value) under the Plan; (d) pay benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or (e) pay benefits to the Alternate Payee in the form of a qualified joint and survivor annuity for the lives of the Alternate Payee and his or her subsequent spouse.
- 19. In the event the Plan has an imposed benefit restriction as defined under the Pension Protection Act and the Participant's benefits become affected by such restriction, the Alternate Payee's benefits, as stipulated herein, shall also be affected to the same extent and in the same manner as the Participant's benefit.

Date Entered: _____

Judge of the Court Signature

Attorney for Petitioner:

Attorney for Respondent:

_____ (Name)

_____ (Name)

_____ (Address)

_____ (Address)

_____ (Telephone)

_____ (Telephone)

11. MODEL ORDERS

Retirement Plan of Marathon Oil Company
MODEL ORDER #3
Not In Pay/Separate Interest Order ~Cash Balance Only.

Court of _____ County of _____ State of _____

Petitioner. _____)
and _____) CASE NO. _____
Respondent. _____)
STIPULATED QUALIFIED
DOMESTIC RELATIONS ORDER

WHEREAS, this Court has jurisdiction over Petitioner and Respondent and the subject matter of this Order; and
WHEREAS, Petitioner, Respondent and the Court intend that this Order shall be a Qualified Domestic Relations Order (hereinafter referred to as a 'QDRO') as defined in Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ('ERISA') and Section 414(p) of the Internal Revenue Code of 1986, as amended;
WHEREAS, pursuant to the referenced statutes, the Plan Administrator shall make a determination of the qualified this Order; and
WHEREAS, following approval by the Plan Administrator this Order shall constitute a Qualified Domestic Relations Order; and
WHEREAS, Petitioner and Respondent have stipulated that the Court enter this Order:
NOW, THEREFORE, pursuant to this state's Domestic Relations Laws, IT IS HEREBY ORDERED BY THE COURT as follows:

1. As used in this Order, the following terms shall apply:

(a) **'Participant'** shall mean _____ (First Name M.I. Last Name)
whose current address is _____ (Street Address/Apt #)
_____ (City, State Zip Code)

Please submit Participant's Date of Birth and Social Security Number using the enclosed QDRO Information Sheet or addendum.

(b) **'Alternate Payee'** shall mean _____ (First Name M.I. Last Name)
whose current address is _____ (Street Address/Apt #)
_____ (City, State Zip Code)

Please submit Alternate Payee's Date of Birth and Social Security Number using the enclosed QDRO Information Sheet or addendum.

(c) **'Alternate Payee's relationship to the Participant'** shall mean (*check one*):
 Spouse Former Spouse Child(ren) Other Dependent

(d) This Order pertains to (*check one*):
 Division of Marital Property Alimony/Spousal Support Child Support

(e) With respect to marital property, alimony or spousal support awards, the Participant and the Alternate Payee are/were considered married for federal income tax purposes.

(f) **Plan** shall mean: **Retirement Plan of Marathon Oil Company.**

(g) **Plan Sponsor** shall mean **Marathon Oil Company**

11. MODEL ORDERS

Retirement Plan of Marathon Oil Company
MODEL ORDER #3
Not In Pay/Separate Interest Order ~Cash Balance Only.

2. Participant and Alternate Payee were married on _____ (MM/DD/YYYY),
were legally separated on _____ (MM/DD/YYYY),
and were legally divorced on _____ (MM/DD/YYYY).
3. The Alternate Payee's interest in the Participant's benefit in the Plan is a **separate interest**.
4. The Alternate Payee is awarded (choose one):
 - _____% (insert percentage) of the Participant's vested accrued benefit in the Plan as of _____
(insert month end date); payable from the Cash Balance formula only.
 - \$_____ (insert dollar amount) of the Participant's vested accrued benefit in the Plan as of _____
(insert month end date); payable from the Cash Balance formula only.
5. Interest will be credited on the Alternate Payee's Cash Balance award at the rate determined by the Plan at such times as determined by the Plan.
6. The payments to the Alternate Payee shall commence at the earliest time permitted by the Plan.
7. The Alternate Payee may select from the form of benefit available under the Plan at the time that he or she is eligible and elects to commence his or her benefit.
8. The Alternate Payee's benefit shall revert to the Participant in the event that the Alternate Payee dies prior to the commencement of his or her benefit. If the Alternate Payee dies subsequent to the commencement of his or her benefit, the disposition of his or her benefit will be determined based on the benefit form selected by the Alternate Payee.
9. If the Participant dies before the Alternate Payee's benefit commencement date the death of the Participant will not affect the Alternate Payee's right to receive the awarded portion of the Participant's lifetime benefit.
10. If the Participant dies after the Alternate Payee's benefit commencement date the death of the Participant will not affect the Alternate Payee's right to receive the awarded portion of the Participant's lifetime benefit.
11. Pursuant to the terms of the Plan, the Participant's benefit is calculated based on the Participant's normal retirement age. If the Alternate Payee elects to start receiving benefits before the Participant's normal retirement age, the Alternate Payee will receive the actuarial equivalent value of his or her awarded benefit to account for such early commencement, adjusted for the Alternate Payee's age and life expectancy at commencement of the benefit, and the applicable benefit form option, in accordance with the actuarial assumptions set forth in the Plan. Consequently, the amount payable to the Alternate Payee may be more or less than the dollar amount actually subtracted from the Participant's benefit.
12. For purposes of Sections 402 and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution.

11. MODEL ORDERS

Retirement Plan of Marathon Oil Company

MODEL ORDER #3

Not In Pay/Separate Interest Order ~Cash Balance Only.

13. The court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein.
14. In the case of a conflict between the terms of this Order and the terms of the Plan, the terms of the Plan shall prevail.
15. Neither Party shall accept any benefits from the Plan, which are the property of the other Party. In the event that the Plan Administrator inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall forthwith return such benefits to the Plan. In the event that the Plan Administrator inadvertently pays to the Alternate Payee any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee shall forthwith return such benefits to the Plan.
16. The parties to this Order intend that it comply with the applicable provisions of ERISA and the Internal Revenue Code. Nothing in this order shall require the Plan or the Plan Administrator to: (a) pay any benefits not permitted under ERISA or the Internal Revenue Code; (b) provide any type or form of benefit or any option not provided under the Plan; (c) provide increased benefits (determined on the basis of actuarial value) under the Plan; (d) pay benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or (e) pay benefits to the Alternate Payee in the form of a qualified joint and survivor annuity for the lives of the Alternate Payee and his or her subsequent spouse.
17. In the event the Plan has an imposed benefit restriction as defined under the Pension Protection Act and the Participant's benefits become affected by such restriction, the Alternate Payee's benefits, as stipulated herein, shall also be affected to the same extent and in the same manner as the Participant's benefit.

Date Entered: _____

Judge of the Court Signature

Attorney for Petitioner:

(Name)

(Address)

(Telephone)

Attorney for Respondent:

(Name)

(Address)

(Telephone)