



Termination Allowance Plan (“TAP”) Questions and Answers

The Termination Allowance Plan

Q. Who is eligible for a severance payment under the Company’s Termination Allowance Plan?

A. Any regular full-time or part-time employee whose employment is terminated by the Company in conjunction with a reduction in force is eligible to receive a severance under the Termination Allowance Plan, provided he or she satisfies all the terms and conditions of the Plan. For more information on eligibility under the Termination Allowance Plan, please see the enclosed copy of the Plan.

Q: What are some of the major terms and conditions that I must satisfy under the provisions of the Termination Allowance Plan?

A: You must execute a release form prepared by the Company, submit it within the time period specified in the form and not revoke the release. Additionally, you must remain an active employee until the date established by the Company as your termination date. Retirement eligible employees cannot sign the release until on or after their effective retirement date.

Q: What is the calculation used to determine the severance payment under the Termination Allowance Plan?

A: For eligible employees, the amount of termination allowance shall be the greatest of (1), (2), or (3):

1. Two weeks of pay per year of service.
2. One to two weeks of pay per \$10,000 of annual base salary as determined below:
 - a. For employees with less than five years of service, one week of pay per each \$10,000 of annual base pay rounded to the nearest \$10,000, or
 - b. For employees with at least five but less than ten years of service, one and a half weeks (1.5) weeks of pay per each \$10,000 of annual base pay rounded to the nearest \$10,000, or
 - c. For employees with ten or more years of service, two (2) weeks of pay per each \$10,000 of annual base pay rounded to the nearest \$10,000.
3. Eight weeks of pay.

A copy of the TAP, with a detailed description of how the severance payment amount is calculated, is contained in this packet. If you are retirement eligible, you will be offered benefits under the terms of the applicable plans, and the retirement benefits you are entitled to receive will not be reduced if you also receive a TAP payment.



Q: When will I receive my TAP payment?

A: You should receive your TAP payment approximately 20 days following the date you signed and submitted the General Release form, provided such release has not been revoked.

Q: What happens if I die before my TAP payment is made?

A: In the event that you die after signing an unrevoked release form, but before a termination allowance is paid to you, the termination allowance will be paid to your estate. If, however, you die prior to signing a release form, the termination allowance will not be paid to your estate nor to anyone else. Further, in no event will a termination allowance be payable with respect to an employee who dies prior to the termination of their employment.

Retirement Plan

Q: Who is retirement eligible?

A: An employee is retirement eligible if they are at least age 50 and have 10 years or more of vesting service under the Retirement Plan.

Q: If I am retirement eligible, can I accept the severance benefits and also elect to retire?

A: Yes. Retirement and termination benefits are available if you are retirement eligible at the time of termination.

Q: If I am retirement eligible, when is my retirement date?

A: Your retirement date is the first of the month following your termination date.

Q: If I am retirement eligible, will I receive additional information on my retirement benefit?

A: You will need to contact the Marathon Oil Company Benefits Service Center at Fidelity Investments at 1-800-841-0213 regarding your retirement benefit amount, the available forms of payment, benefit election forms, and the timing of your payment(s).

Q: If I am retirement eligible, what status am I between my last day at work and my retirement date?

A: You are on a leave of absence without pay ("Retirement Prep" status) while maintaining active employee benefits during this time period. Your active employee benefits terminate on the last day of the month immediately preceding your retirement date. Your contributions to provide coverage through that date will be deducted from your last paycheck.

Q: If I receive a TAP, does the 45 day requirement to commence my benefit still apply?

A: No. The 45 day requirement to notify Fidelity of your intent to commence a benefit will not apply. As a result, you may elect a benefit commencement date that is less than 45 days from the date you file a claim. However, the distribution of your benefits will occur five to six



weeks after your official benefit commencement date. This delay allows time for Fidelity to capture all applicable pay through your last day worked for a retirement calculation.

Q: Can I “vacation out” beyond the first of the month coincident with or immediately following my termination date?

A: No. You will be paid for your remaining unused vacation in your last paycheck. Your retirement date will not be changed.

Q: What happens to my Retirement Plan benefit if I die prior to my termination date?

A: Your termination date occurs at the end of your unpaid leave date. If you die before your termination date, you will be considered an active employee under the Retirement Plan. As a result, a lump sum benefit would be payable to your estate if you are not married; if you are married, your eligible surviving spouse can elect the benefit as a lump sum or as a monthly annuity as described in the Retirement Plan. The benefit payable includes the Legacy formula and the Cash Balance formula.

Q: If I elect to commence my pension benefit, when will I receive it?

A: If you elect the lump sum option and your benefit election forms are determined to be complete and “in good order,” you should receive your benefit within five to six weeks after your commencement date.

Q: What happens if I die on or after my retirement date, but before making a proper election of the form of benefit?

A: You are eligible to make a proper election up to 180 days prior to your retirement. By doing so, you choose the form of benefit that best suits your circumstances. However, if you do not make an election and die following your retirement date the following survivor benefits will be paid:

- Legacy formula. If you are married, your spouse will receive 50% of the Single Life Annuity you would have been entitled to receive as if you commenced payments on the later of the first of the month following your date of death, or first of the month in which you would have been age 50. If you are not married, no benefit is payable.
- Cash Balance formula. If you are married, your Cash Balance benefit shall be paid to your surviving spouse in the form of a Single Life Annuity unless your surviving spouse elects to receive a Lump Sum payment. If you are unmarried, your Cash Balance benefit shall be paid to your estate in a lump sum.

Q: What happens if I die on or after my termination date after making a proper election of the form of benefit?

A: Your Retirement Plan benefit will be paid in accordance with the form of election you have made. The elected form of benefit shall control what, if any, survivor benefit is payable and to whom.

Q: What if I’m not eligible for retirement? What happens to my Retirement Plan benefit?



A: To receive an estimate of your vested Retirement Plan benefit, you will need to contact the Marathon Oil Company Benefits Service Center at Fidelity at 1-800-841-0213 or at www.netbenefits.com/marathonoil. (Vested means you have a non-forfeitable right to your accrued Retirement Plan benefit.) The Fidelity phone representative will also be able to provide information about the available forms of payment, benefit election forms, and the timing of your payment(s).

You are eligible to make a proper election up to 180 days prior to your benefit commencement date. However, if you do not make an election and die following your termination date:

- Legacy Benefit formula. If you are married, your spouse will receive 50% of the Single Life Annuity you would have been entitled to receive as if you commenced payments on the later of the first of the month following your date of death, or first of the month in which you would have been age 50. If you are not married, no benefit is payable.
- Cash Balance formula. If you are married, your Cash Balance benefit shall be paid to your surviving spouse in the form of a Single Life Annuity unless your surviving spouse elects to receive a Lump Sum payment. If you are unmarried, your Cash Balance benefit shall be paid to your estate in a lump sum.

Excess Plan

Q: If I have a benefit in the Excess Plan, when will I receive it?

A: Benefits from the Excess Plan are paid within 90 days of your separation from service. Our standard practice is to pay Excess Plan benefits on or around the first of the month that is 45 days after termination of employment. (In most cases, separations occurring on November 1 should receive an Excess Plan benefit payment in early February.) However, if you are a “specified employee,” which is a category that applies to certain senior employees, then your Excess Plan benefit will be paid following a six-month waiting period. Please email the Benefits Department at mrobenefitshelp@marathonoil.com if you have a question about whether you are a specified employee.

Q: Can I defer payment of my Excess Plan benefit into future years?

A: The Excess Plan requires payment following separation from service and does not permit additional deferrals.

Thrift Plan

Q: What will be my status in the Thrift Plan following retirement or termination?

A: If you are eligible to retire under the terms of the Retirement Plan, or if you are age 50 or greater with a vested Thrift Plan account (3 or more years of vesting service) at the time of termination, you will become a Retired Member in the Thrift Plan; otherwise, you will become a Deferred Member in the Plan.

Q: What happens to my Thrift Plan account if I become a Retired Member?



A: If your Thrift Plan balance is greater than \$5,000, you can defer the commencement of benefits until no later than April 1 following the year you turn 70 ½. You can withdraw during any year all or a portion of your account balance; such withdrawals, however, are limited to a maximum of four in a year. You can also elect to receive periodic monthly, semi-annual, or annual installment payments under the Plan's installment option. There are many tax and personal considerations to be taken into account before making a selection regarding these payment options, and it is recommended that you obtain qualified, professional advice before making any selection.

As a Retired Member of the Plan, you can make rollover contributions (as defined in the Thrift Plan text) to the Thrift Plan of qualified distributions from another tax-qualified plan or a conduit IRA. This includes the ability to roll any distribution received from the Retirement Plan of Marathon Oil Company into the Thrift Plan. You can also maintain your outstanding loans and take new loans. Required loan repayments can be made via electronic payments from a personal bank account. If you don't repay, Fidelity will report to the IRS the outstanding amount as a distribution. You cannot make future contributions to your account. You may still make transfers among investment options and change your beneficiaries. If your account is less than \$5,000, you will be notified that you must take your distribution, but you will be given the opportunity to complete a direct rollover.

Q: What happens to my Thrift Plan account if I become a Deferred Member?

A: As a Deferred Member, you will be allowed to make rollover contributions into the Thrift Plan, regardless of your age or vested status. This includes the ability to roll any distribution received from the Retirement Plan of Marathon Oil Company into the Thrift Plan.

If your vested Thrift Plan balance is greater than \$5,000, you can leave your money in the Thrift Plan until no later than April 1 following the year you turn 70 ½ or you can take a total distribution at any time. Outstanding loans must be repaid within 60 days of termination and no new loans will be permitted. You may take a one-time withdrawal following termination to repay the outstanding loans. If you don't repay, Fidelity will report to the IRS the outstanding amount as a distribution. You cannot make future contributions to your account. You may still make transfers among investment options and change your beneficiaries. If your account is less than \$5,000, you will be notified that you must take your distribution, but you will be given the opportunity to complete a direct rollover.

Q: What else should I know about my Thrift Plan?

A: It may take up to three weeks from your termination date (or your retirement date if you are retirement eligible) to process your final Thrift Plan contribution and change your employment status with Fidelity. Call the Marathon Oil Company Benefits Service Center at Fidelity at 1-800-841-0213 if you have questions regarding your Thrift Plan accounts.

Health, Dental, Vision, and Employee Assistance Program Benefits

Q: How long can I continue my Health, Dental, Vision, and EAP coverage?

A: You may elect COBRA (Consolidated Omnibus Budget Reconciliation Act) continuation coverage for up to 18 months for your Health, Dental, Vision, and EAP coverage. You will receive a COBRA packet in approximately 2-3 weeks which will provide further information



on electing COBRA coverage including costs for continuing coverage under each plan. Please remember that you must complete and return the COBRA election form sent to you if you wish to continue COBRA coverage under any of the plans, whether or not you satisfy all the conditions necessary to receive a Termination Allowance. In addition, required premiums must be paid in a timely manner under the terms of these plans in order to continue with the appropriate coverage. All COBRA requirements must be satisfied in order for an otherwise eligible terminated employee to maintain coverage under the respective plans.

For non-retirement eligible employees, your Health, Dental, Vision, and EAP coverage terminates on your last day of employment. If you don't comply with the federal requirements under COBRA, you risk losing coverage. Until you enroll in the COBRA coverage and have a payment posted to your account, there is an unavoidable gap in your coverage. Once a payment is posted, your coverage is retroactively reinstated.

For retirement eligible employees, your Health Plan coverage continues as a retiree. You do not need to elect continuation of Health Plan coverage through COBRA. If you are under the age of 65, you will have the opportunity to elect coverage under the Pre-65 Retiree Dental Plan and the Pre-65 Retiree Vision Plan upon retirement. You must elect to participate in these plans within 31 days of your retirement. You may also elect to continue coverage for the active employee Dental Plan, active employee Vision Plan, and the EAP, by electing COBRA coverage, which generally continues for up to 18 months following your retirement.

Q: How do I pay for my Health Plan coverage, and how much will it cost?

A: If you are retirement eligible, UHC will bill you directly on a monthly basis. If you are eligible for the TAP, your cost will be the lesser of full COBRA rates or current retiree rates for up to 18 months. Full COBRA rates include active member contributions, the Company portion, plus 2% of this total amount. However, if the full COBRA rate is less than the retiree rate, you must elect COBRA Health coverage to obtain the lesser rate. After 18 months, your cost will be at the retiree rate in effect at that time.

If you are not retirement eligible and you elect COBRA Health coverage, UHC will bill you directly on a monthly basis. It is important that you read your COBRA packets carefully.

Q: Am I still eligible for a Fitness Allowance after I am terminated?

A: Yes, provided all Fitness Allowance benefit requirements have been satisfied prior to your separation date.

Q: If I retire and choose not to elect Health Plan, Retiree Dental or Retiree Vision coverage as a retiree right now (perhaps I can be covered under a spouse's plan, etc.), can I join the Health Plan at a later date?

A: Yes. Currently, the plan provides that if you have a "life event," i.e., loss of coverage or a change in family or employment status, you can enroll in the Health Plan if the Company receives notification within 31 days of the life event. Otherwise, you can enroll during the



next Benefits Open Enrollment Period, with the effective date of coverage being the next January 1.

In addition, if as a retiree you voluntarily waive health care coverage and later die, your surviving spouse and dependent children will be eligible to elect coverage under the Health Plan, provided you were otherwise eligible to join the Health Plan on your date of death. In the event of your death, your surviving spouse must complete, sign and submit the proper enrollment form to the Company within 31 days after the date of your death and coverage will be effective on the day after the date of the retiree's death. These provisions do not apply should your coverage be terminated for reasons such as non-payment of member contributions.

The above answer is based on the current Health Plan which includes the right to modify or terminate the Plan, in whole or in part, in such manner as determined by the Company.

Flexible Spending Accounts with UnitedHealthcare

Q: Upon retirement or termination, what will happen to my Flexible Spending Accounts?

A: Upon the date of your retirement or termination, your deductions stop with your last paycheck, and you are no longer eligible to contribute pre-tax dollars to the plans. You are eligible to continue to submit claims incurred prior to your termination or retirement date for reimbursement. You may choose to continue participation on an after-tax basis under COBRA. Contact UHC at 1-888-266-4066 for continuation information or if you have questions.

Q: Upon retirement or termination, what happens to my Health Savings Account (HSA)?

A: Your HSA belongs to you, and you will retain it following your separation from the company. Upon separation from the company, you can keep and access any funds left in your HSA for use on eligible expenses such as coinsurance, deductibles, prescription and over the counter drugs, dental care and vision care. Upon termination you will assume responsibility for any account maintenance fee(s). You will be billed by Fidelity for this fee. Any contributions you were making via payroll deductions will cease with your last check.

Life Insurance

Q: Will my Life Insurance benefits be continued?

A: Basic and Optional Contributory coverage will be discontinued upon your termination or retirement. Level Premium coverage will be discontinued unless you are a member of this Plan and are retirement eligible. If you are eligible for retirement and participate in the Level Premium Life Insurance Plan, coverage continues with no additional premium cost to you. However, coverage is reduced equally over 40 months (beginning with the month you retire) to 25% of the Level Premium coverage amount that was in force immediately prior to retirement.



In any event, if you die within 31 days following termination, coverage in force at the time of termination will be paid to your beneficiary.

If your coverage is discontinued, you may be eligible to apply for coverage through Minnesota Life's portability and conversion options. If you are interested in coverage continuation, you must contact Minnesota Life at 1-866-293-6047 to obtain an application. The completed application must be received by Minnesota Life within 31 days of your benefit termination.

Vacation

Q: What happens to my unused vacation if I am terminated?

A: Any unused vacation will be paid in your final paycheck.

Floating Holiday and Flex Days

Q: I haven't used my Floating Holiday this year or my Flex Day(s) this period. Will I get paid for these two days?

A: No. If you didn't take your Floating Holiday or your Flex Day(s) before your termination date, you won't be paid for them.

Long-Term Disability Plan

Q: What about my LTD coverage?

A: If you are a member of the LTD Plan, coverage terminates on your last day of employment.

Accidental Death & Dismemberment

Q: What about my Accidental Death & Dismemberment coverage?

A: If you have AD&D coverage, coverage terminates on your termination date. You can apply to port AD&D coverage to an individual policy provided you also port your life insurance coverage. If you are interested in coverage continuation, you must contact Minnesota Life at 1-866-293-6047 to obtain an application. The completed application must be received by Minnesota Life within 31 days of your benefit termination.

Educational Reimbursement Plan

Q: I'm currently enrolled in courses at a local university. Will the Company reimburse me when I complete the coursework?

A: Yes. If you satisfy all conditions for the commencement of Termination Allowance Plan benefits and on the effective date of your termination you have started courses covered by the Educational Reimbursement Plan, you will be provided applicable coverage until the end of the respective term. Additionally, if you are enrolled in a certification and review course covered by the Educational Reimbursement Plan you will be provided applicable coverage up to and including your first sitting of the examination (or for the first sitting of the next examination, if a series of examinations is required).



Q: Can I get reimbursed for any courses I begin *after* my termination?

A: Yes. You can receive up to \$1,500 in tuition aid benefits. However, you must waive your outplacement benefits in exchange for tuition aid benefits within 5 days following your termination date. Refer to the Outplacement Assistance Waiver for Tuition Aid Consideration Form in this packet for detailed information. This additional benefit is provided regardless of whether a release form is signed.

Q: Are there any other Company benefits available?

A: Out-placement assistance is available through Lee Hecht Harrison. Additional information on this benefit is included in this packet

Questions about other Service Providers

Q: Will retirement or termination have any effect on my long term care insurance I purchase through MetLife?

A: No. Coverage remains unchanged and intact as long as you continue to pay your premiums. MetLife will continue to direct bill you for the premiums at your home mailing address. Questions regarding continuing coverage following termination should be directed to MetLife at 1-800-GET-MET8 (1-800-438-6388).

Q: What about my MetPay Property & Automotive Insurance?

A: You can continue coverage without interruption, as long as you continue to pay your premiums. Contact MetPay at 1-800-438-6381 as soon as possible to advise of your change in employment status and make arrangements for direct billing to ensure coverage is maintained.

Q: Can I still take advantage of Backup Care benefits available from Bright Horizons?

A: Your eligibility for company subsidized services through Bright Horizons ends upon termination of employment with Marathon Oil. Your account with Bright Horizons and SitterCity will automatically be moved from a company sponsored plan to a consumer plan. Accordingly there may be different costs associated with the local Bright Horizons center and/or your SitterCity account. Please contact Bright Horizons at 877-242-2737 for more information.

Q. What happens to my existing LegalGUARD plan from LegalEASE?

A: Your employment separation will not affect your continued use of LegalGUARD provided you are enrolled as of the date of separation and continue to make your regularly scheduled payments. Please contact LegalEase at 1-888-416-4313 for more information.

Additional Questions

Q: Will Marathon Oil provide me with a letter of recommendation?



A: No, Marathon does not issue "To whom it may concern" letters. If employment verification is needed, please refer to The Work Number for Everyone brochure included in your packet.

Q: If Marathon Oil has employment opportunities in the future, can I apply?

A: After a 12 month waiting period you may apply for any vacancies that may exist.

If you have further questions or need additional information, contact Marathon Oil Benefits at 1-855-652-3067 or your HR Consultant.