

District Office of the Internal Revenue Service that the plans are qualified plans within the meaning of Section 401(a) of the Internal Revenue Code ("Code"). Both Buyer and Seller warrant that their respective savings plans have been operated in material compliance with the requirements of sections 401(a) and 401(k) of the Code, and that they do not provide for the payment of benefits in the form of qualified joint and survivor annuities or qualified preretirement survivor annuities as defined in Section 417 of the Code. Effective as of the Turnover Date, Seller shall take such actions, if any, as may be necessary to cause each individual who is employed by Buyer ("Personnel") to have a fully vested, nonforfeitable interest in his accrued benefit under the Amoco Savings Plan.

#### 13.4 Other Employee Benefits.

13.4.1 Buyer shall recognize the prior service with Seller and its Affiliates of Personnel for all purposes, including, without limitation, eligibility, vesting, and benefit determination and accrual, in connection with other employee benefits and policies such as vacations (except as provided in Article 13.5), bonuses, sickness and disability leave and all other employee benefits and policies, provided however, that Buyer shall not be required to recognize prior service in the application of any defined benefit plan (as defined in Article 3(2)(A) of ERISA, as amended) that may be established subsequent to the Turnover Date. Except as otherwise provided in this Agreement, Personnel and their eligible dependents who are enrolled in medical, dental, life insurance and long-term disability plans available to such Personnel as a result of their employment by Seller immediately prior to Closing shall be eligible to enroll in any plan or plans established by Buyer which provide similar benefits to its employees as of Closing. If Personnel enroll in such plans, no physical examination or other proof of insurability shall be required. Also, all coverage exclusions and limitations relating to waiting periods or pre-existing conditions with respect to such Personnel or their dependents shall be waived to the extent that such waiting periods or preexisting condition restrictions were waived or satisfied under Seller's plan on the Turnover Date.

13.4.2 With respect to all Personnel who are hired by Buyer and who later terminate employment with Buyer, Buyer shall be responsible for perpetuating the group health plan continuation coverages pursuant to Section 4980B of the Internal Revenue Code of 1986, as amended, and Sections 601 through 609 of ERISA for all Personnel and their eligible dependents and shall cover such Personnel under Buyer's own group health plan to accommodate this requirement. Buyer shall indemnify and hold Seller and its Affiliates harmless from and against any and all liability Seller or its Affiliates incur after the Turnover Date under the provisions of Section 4980B or the Code or Sections 601 through 609 of ERISA with respect to any Personnel it has hired, or dependent or spouse of such