

as of the Turnover Date (as defined in the Transition Agreement). Buyer may also request permission of Seller to solicit other individuals although Seller is under no obligation to approve such requests. Buyer shall not solicit employment of any other employees of Seller without obtaining the advance written permission of Seller. (This restriction on solicitation shall not apply to employees of Seller who have not worked in Seller's business groups associated with the Properties.) This restriction shall remain in effect for twelve (12) months after the Turnover Date. Notwithstanding any other provisions of this Agreement, the parties hereto do not intend to create any third-party beneficiary rights respecting any of Seller's employees or former employees as a result of the provisions in this Article 13 and specifically hereby negate any such intention.

13.2 Offers of Employment. Buyer may make offers of employment effective as of the Turnover Date to those employees of Seller identified pursuant to Article 13.1 above. Any offers of employment made by Buyer to employees of Seller shall be consistent with Buyer's existing wage and salary structure at the time of transition and shall include without limitation all of Buyer's existing benefit plans, policies and programs as provided to Buyer's employees generally, with similar duties and responsibilities at the same location that such employee had immediately prior to the Turnover Date. To the extent any employee is on military, family, or medical leave, Buyer shall give such employees consideration for employment in the same manner as it does for other employees; provided however, Buyer may condition such offer upon the employee's return from leave within one (1) year of the end of the Turnover Date and, in the case of medical leave, that such return to work is approved by Buyer's physician. Employees of Seller who are hired by Buyer under this procedure shall be referred to herein both individually and collectively as "Personnel".

13.3 Savings Plans. Buyer shall allow Personnel to immediately participate in Buyer's savings plan or other similar plans established pursuant to Article 401(k) of the Internal Revenue Code ("Buyer Savings Plan"), effective as of the first plan entry date following the date of hire of Personnel by Buyer. Buyer shall credit Personnel's prior service with Seller and its Affiliates for all purposes under Buyer Savings Plan, including but not limited to, any vesting or matching schedules. Buyer shall permit Personnel at their option to transfer their Amoco Savings Plan accounts to Buyer Savings Plan pursuant to a trust to trust transfer that is subject to the requirements of Section 414(l) of the Internal Revenue Code within ninety (90) days of the Turnover Date, and to transfer any outstanding loan balances to Buyer Savings Plan under terms and conditions established by Buyer's plan; provided that Buyer shall not assume any responsibilities with respect to Seller's Section 401(k) plan for any liabilities arising from acts or omissions that occur prior to the date of the trust-to-trust transfer, which liabilities shall remain the obligation of Seller. Both Buyer and Seller hereby warrant for their respective savings plans that they have previously received favorable determination letters from the appropriate Key