

shall indemnify and hold Buyer harmless against any and all liability, costs and expenses (including attorneys' fees) from any breach of this representation. Seller further warrants that there is no labor strike, lockout, work stoppage or material dispute or slowdown pending or, to the knowledge of Seller, threatened by Seller's employees who perform work on the assets subject to this transaction, and further, that Seller is not bound to any collective bargaining agreement that covers employees employed in connection with these assets, and that, to the knowledge of Seller, there are no current union organizing activities among such employees.

### 13.8 Severance

13.8.1 Buyer acknowledges that Personnel would have been eligible to receive the severance benefits described in the current 1997 Amoco Corporation and Participating Affiliates Severance Benefits Plan (the "Amoco Severance Plan"), had they not been offered comparable positions with Buyer. Therefore, Buyer agrees to provide severance benefits that are comparable to or better than the severance benefits described in the Amoco Severance Plan, including, without limitation, a severance allowance, medical benefits and educational assistance, to Personnel whose employment is terminated by Buyer or who are offered positions with Buyer that require a geographical relocation or who suffer wage cuts effected by Buyer during the period of eighteen (18) months after the Turnover Date under circumstances that would make such Personnel eligible for the severance benefits described in the Amoco Severance Plan. During this same eighteen (18) month period, Buyer also agrees to provide an additional sixty (60) Days on the payroll after such Personnel are notified of eligibility for severance benefits, which is consistent with the past practice and policy of Seller, and to provide up to Five Thousand Dollars (\$5,000) in outplacement benefits to each of such Personnel, with the level of outplacement benefits actually provided being commensurate with the level of benefits provided by Seller. In the event that Buyer terminates any Personnel within eighteen (18) months of the Turnover Date in such a manner that triggers a severance obligation from Buyer under the provisions of this Article or under any other severance program of Buyer, Buyer may offset against any sums owed for severance the amounts that Seller paid in severance benefits to any of the Personnel. For purposes of calculating the severance allowance described in the Amoco Severance Plan, "credited service" shall include service with Seller and/or its Affiliates in addition to service with Buyer and/or its Affiliates for Personnel. Buyer also agrees to include Seller and its Affiliates as third party beneficiaries in any release executed by Personnel in order to receive the severance benefits described in the Amoco Severance Plan. Lastly, Buyer agrees not to require Personnel to execute a release in order to receive the sixty (60) Days on the payroll and the outplacement benefits described above. Notwithstanding the