

- 2) which is based on Environmental Law (including statutory, regulatory and case law) in effect at the date of sale;
- 3) which ultimately results in a judgment or settlement which exceeds \$ 100,000.00. SELLER, further covenants and agrees to defend any suit(s) or proceeding(s) brought against BUYER Indemnified Parties on account of any such Environmental Claims or Environmental Cleanup Liability and to pay or discharge the full amount or obligation of any such Environmental Claim or Environmental Cleanup Liability incurred by, accruing to or imposed upon BUYER Indemnified Parties resulting from any such suit(s) or proceeding(s) or any amounts resulting from the settlement or resolution of such suit(s) or proceeding(s). In addition, SELLER shall pay to BUYER Indemnified Parties all attorneys' fees incurred by BUYER Indemnified Parties in enforcing SELLER's indemnity in this subsection 6(d).

e) Limitations

The indemnification obligations of SELLER contained in sections 6(c) and (d) shall be subject to the following limitations and conditions:

- 1) Such indemnification obligations shall not limit the disclaimers of warranties and acknowledgments of BUYER with respect to the PROPERTY as specified in paragraph 8. (NO WARRANTIES (EXPRESS OR IMPLIED) below, and the indemnities contained herein shall have no application to matters of description, title (including, without limitation, the existence or non-existence of easements, licenses, rights-of-way, permits, franchises, liens, leases, unit agreements or other encumbrances or other agreements or the failure to procure governmental or necessary Third Party consents or approvals of assignment of the PROPERTY), quality, value, fitness for purpose or merchantability of the PROPERTY;
- 2) Such indemnification obligations shall not limit BUYER's obligations (including indemnification obligations) hereof with respect to removal and abandonment of facilities and wells located on the PROPERTY including, without limitation, the plugging and abandoning of wells, removal of concrete foundations, sumps, pipelines, vessels, tanks and similar items of oil field equipment and facilities, and restoration of the PROPERTY and the indemnities by SELLER contained herein shall have no application to any costs, losses or liabilities incurred by BUYER in connection with fulfilling such removal, abandonment and restoration obligations;