

EXECUTING THIS ASSIGNMENT, AGREES TO ACCEPT THE SAME “AS IS” AND “WHERE IS” AND WITHOUT ANY REDUCTION IN PURCHASE PRICE.

d. Information. Assignee acknowledges that it has had a reasonable opportunity to examine title and other agreements affecting the Assigned Assets. CHEVRON MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE INFORMATION IN ITS LEASE AND WELL FILES AS TO ACCURACY, COMPLETENESS OR USEFULNESS FOR TITLE EXAMINATION, FOR EVALUATION OF THE WORTH OR CONDITION OF THE ASSIGNED ASSETS, OR FOR ANY OTHER PURPOSE.

### 3. Representations

a. Qualification of Assignee. If federal or state oil, gas and mineral leases are being assigned, Assignee represents and warrants that it is now, and hereafter shall continue to be, qualified to own federal and state oil, gas and mineral leases in all jurisdictions where the Assigned Assets lie and that consummation of this transaction will not cause Assignee to be disqualified as an owner or to exceed any acreage limitation imposed by any law, statute, rule or regulation.

b. Inspection. Assignee agrees that it has had a reasonable opportunity to inspect, examine and determine the condition of the Assigned Assets, including the condition of the leasehold equipment, material or personal property and the environmental condition of the leases, wells, equipment, buildings (if any), and facilities, and Assignee is aware of and satisfied with and accepts such condition “AS IS” and “WHERE IS” and Assignee assumes all risk and liability incident to the condition and use thereof and CHEVRON shall have no further obligation with respect thereto.

### 4. Operations

a. Liability. Assignee assumes all risk and liability of whatsoever nature connected with operations conducted on the Assigned Assets on and after the Effective Date and agrees to indemnify, defend and hold CHEVRON harmless from all liabilities, penalties, claims, causes of action, demands, lawsuits, and expenses that occur on or after said date.

b. Abandonment of Wells. Assignee agrees to comply with all laws and governmental regulations with respect to abandonment of wells and/or abandonment of the Assigned Assets, or any part thereof, including, where applicable, the plugging of wells, the compliance with laws or rules regarding inactive or unplugged wells, including bonding requirements, and restoration as specified in the oil and gas leases identified in Exhibit “A” or as required by law or rules. Assignee agrees to protect, defend, indemnify and hold CHEVRON and its employees free and harmless from and against any and all costs, expenses, claims, demands and causes of action, of every kind and character arising out of, incident to, or in connection with the Assigned Assets, including leases, structures (if any), materials, land, wells, casing, leasehold equipment, and personal