

- (d) Amoco's fee; end
- (e) Net estimated cash available for transfer.

If the cash available for transfer shown on Exhibit "1" is positive, Amoco shall remit such amount to Buyer within ten (10) days of delivery of the Estimated Monthly Statement. If the cash available for transfer shown on Exhibit "1" is negative, Buyer shall remit such amount to Amoco within ten (10) days of Amoco's receipt of the Estimated Monthly Statement.

7. **FINAL TRANSITION SETTLEMENT:** As soon as reasonably practicable, but in no event more than ninety (90) days after termination of this Agreement, Amoco shall prepare and deliver to Buyer a final transaction statement in a form similar to Exhibit "1" setting forth actual revenues, direct costs, expenses, COPAS charges, revenues returned to leases and capitalized expenditures for the Properties during the term of this Agreement ("Final Transition Statement"). Within sixty (60) days after receipt of the Final Transition Settlement, Buyer shall deliver to Amoco a written report containing any changes that Buyer proposes be made to the Final Transition Settlement. If Buyer fails to timely deliver the written report to Amoco containing Buyer proposals to be made to the final transition statement, the final transition statement delivered by Amoco shall be deemed to be true and correct and the same shall be binding on and non-appealable by the parties. The parties shall undertake to agree with respect to the amounts due no later than thirty (30) days after Amoco's receipt of Buyer's report. If the parties fail to agree within such thirty (30) day period, the disputed items shall be resolved by submitting the same to a firm of independent nationally recognized accountants mutually acceptable to the parties (the "Accounting Referee"). The Accounting Referee shall resolve the dispute within thirty (30) days after having the relevant materials submitted for review. The decision of the Accounting Referee shall be binding on the parties and non-appealable. The fees and expenses associated with the Accounting Referee shall be borne equally by Amoco and Buyer. The date upon which all amounts are agreed to by the parties, whether by decision of the Accounting Referee or otherwise, shall be herein called the "Final Settlement Date." Any amounts owed by either party to the other as a result of such adjustments shall be paid within ten (10) days after the Final Settlement Date.

8. **INDEMNIFICATION:** Amoco, its officers, agents, employees and Affiliates ("Amoco Group") shall not be liable for any claims, demands, suits, causes of action, losses, damages, liabilities and costs (including attorneys' fees and costs of litigation) ("Claims") arising out of or resulting from the services provided by the Amoco Group under the terms of this Agreement, except for matters caused by or resulting solely from the gross negligence or willful misconduct of the Amoco Group. Buyer shall release the Amoco Group from and shall fully protect, indemnify and defend the Amoco Group and hold each of them harmless from and against any and all Claims arising out of or resulting from the services provided by the