

All the terms and provisions of this conveyance are hereby expressly made subject to all Federal, State, and local laws and to all orders, rules, regulations and standards issued thereunder by all duly constituted political subdivisions and agencies having jurisdiction, and Lewis et al hereby warrant that they will comply with same. Further, Lewis et al specifically warrant that they will comply with all orders, rules, regulations and standards of the Oil and Gas Board of the State of Mississippi, and any and all laws, orders, rules, regulations and standards of all Federal, State and local political subdivisions and agencies applicable to (1) all exploration, drilling, production, plugging, and abandonment procedures, and (2) the control, regulation and prevention of pollution including, but not limited to, salt water discharge and contamination.

Lewis et al expressly agree to assume the obligation to plug and abandon the Wells at their sole cost, risk and expense and in full compliance with any and all applicable Federal, State and local laws, orders, rules, regulations and standards. Lewis et al further expressly agree to assume the obligation to restore, at their sole cost, risk and expense, the surface locations of the Wells at such time as they are plugged and abandoned.

Lewis et al expressly agree to indemnify and hold Texaco Inc., Texaco Producing Inc., their subsidiaries and affiliates and their respective officers, executives, supervisors, employees, successors and assigns free and harmless from any damages, claims, costs, demands, fines, attorneys' fees, causes of action and losses of whatever nature arising out of or in connection with any failure of compliance with or violation of any of the Leases or any contracts affecting the Property and any of the abovementioned laws, orders, rules, regulations and standards, by Lewis et al, their employees, agents or servants. Lewis et al further expressly agree to fully protect, indemnify and hold Texaco Inc., Texaco Producing Inc., their subsidiaries and affiliates and their respective officers, executives, supervisors, successors and assigns, free and harmless from and against each and every claim, demand, liability or cause of action, on account of personal injury or death or on account of property damage arising out of, or in connection with, or in any way attributable to, any and all uses of or operations upon the Property by Lewis et al, their