

Grantor and Grantee that GRANTOR MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ORIGIN, QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SAFETY OF EQUIPMENT, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, TITLE TO PERSONAL PROPERTY, TITLE TO REAL PROPERTY, THE QUANTITY, VALUE OR EXISTENCE OF RESERVES OF OIL, GAS OR OTHER MINERALS PRODUCIBLE OR RECOVERABLE FROM THE PROPERTY, OR OF TITLE TO OR CONDITION OF THE PROPERTY. All descriptions set forth herein and all information heretofore or hereafter furnished Grantee by Grantor concerning the Property have been and shall be furnished solely for Grantee's convenience and have not constituted and shall not constitute a representation or warranty of any kind by Grantor, and any reliance thereupon by Grantee shall be at Grantee's sole risk and liability. Grantee understands and acknowledges that (i) the Property is or may have been used for the production, storage and transportation of oil and/or gas, including, without limitation, the handling and the storage of naturally occurring radioactive material (NORM); (ii) the Property may contain an abandoned oil well and other oilfield equipment, including abandoned well casing, storage facilities, pipelines, and buried pipe; (iii) the condition and whereabouts of such equipment is unknown and all of which equipment has not been excepted and excluded from this conveyance; and (iv) Grantee must comply with all laws and regulations affecting its planned activities on the Property.

3. **Grantee's Indemnity of Grantor.** Grantee agrees to protect, defend, indemnify and hold Grantor harmless from and against any and all liability (including, but not limited to, liability for environmental contamination or damage under CERCLA, RCRA, CWA, CAA and all other federal, state and local environmental laws and regulations, as well as all acts, laws and regulations amendatory or supplementary thereto), loss, damage, injury, claims, demands and causes of action therefor asserted or filed after the effective date hereof in any way relating to the Property and the contracts and agreements appertaining thereto, **REGARDLESS OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, REGULATORY LIABILITY STATUTORY LIABILITY OR OTHER FAULT OR RESPONSIBILITY OF GRANTOR OR ANY OTHER PERSON OR PARTY.** Grantee shall observe and comply with all covenants, terms, and provisions, express or implied, contained in the agreements, leases, easements and all other contracts appertaining to Grantor's interest in the Property and this Deed is made expressly subject to all such agreements, leases, easements, contracts and other matters.
4. **Taxes.** Any taxes, including but not limited to ad valorem, property, and severance taxes, that may be payable on the Property shall be prorated between Grantor and Grantee as of the effective date hereof, with Grantor responsible for all such taxes accruing prior thereto, and Grantee responsible for all such taxes accruing thereafter. Grantor shall reimburse Grantee for Grantor's share of ad valorem taxes which are due on oil or gas produced prior to the effective date hereof, but not payable until after the effective date hereof. Grantee shall be responsible for all sales, use and similar taxes arising out of the transfer of the Property.