

11.5 Independent Evaluation. Buyer represents that it is sophisticated in the evaluation, purchase, ownership and operation of oil and gas properties and related facilities. In making its decision to enter into this Agreement and to consummate the transaction contemplated herein, Buyer represents that: (a) it has relied solely on its own independent investigation and evaluation of the Properties, and (b) it has satisfied itself as to the physical and environmental condition of the Properties.

11.6 Buyer's Reliance. Buyer acknowledges and agrees that it is entitled to rely only on the express representations and warranties set forth in this Agreement.

ARTICLE 12. ADDITIONAL COVENANTS AND CONSIDERATIONS

12.1 Subsequent Operations. Seller makes no representations or warranties to Buyer as to the transferability or assignability of ownership of the Properties. Buyer acknowledges that the rights and obligations associated with ownership of the Properties are governed by the applicable agreement(s) and that ownership of the Properties will be decided in accordance with the terms of said agreement(s). Within ten (10) Days after Closing, Seller shall send out notices, where applicable, advising working interest owners of the Properties it operates that it has transferred its interests in the Properties to Buyer. Within fifteen (15) Days after Closing, Buyer shall send out ballots, where applicable, associated with the selection of a successor operator of the Properties. Seller shall have no obligation under this Agreement or otherwise to send out notices balloting for the selection of a successor operator.

12.2 Financial Assurances. Buyer shall provide (or cause Hilcorp Energy Company to provide) a corporate guaranty from Hilcorp Energy Company guarantying the full and faithful performance by Buyer of the terms and conditions contained in this Agreement in the form attached hereto as Exhibit "P". Buyer additionally represents and warrants (and will provide Seller with information to Seller's reasonable satisfaction verifying such facts) that at Closing, or within three (3) months after Closing, the 76.7 % undivided interest of Buyer in the oil and gas properties of Duck Lake Acquisition Partners, L.P., is or will be, as applicable, assigned to Buyer.

12.3 Transition Agreement. At Closing, Buyer and Seller shall execute the Transition Agreement.

12.4 License Agreement - Automation. At Closing, Buyer and Seller shall execute the License Agreement - SAMS, covering certain proprietary technology of Seller, including the "SAMS" automation system.

12.5 License Agreement - Seismic. If requested by Seller (whether prior to or subsequent to Closing), Buyer shall execute and deliver to Seller a License