

property, plugging requirements or exceptions thereto, including bonding requirements, or related in any manner to Assignee's or other party(s)' operations on said leases and said land, after the Effective Date hereof. Further, Assignee agrees to indemnify and hold CHEVRON harmless from any and all surface or subsurface restoration, well abandonments or other similar obligations pertaining to the wells assigned herein.

c. Environmental Issues. The Assigned Assets have been utilized by CHEVRON for the purpose of exploration, development, processing, temporary storage, and transportation of oil, gas, and/or condensate. Assignee acknowledges and accepts that information has been provided regarding any substantial quantities of crude oil or produced water which may have been spilled or disposed of on site, and the locations thereof, to the best of CHEVRON's knowledge. This information includes pit closures, burial, land farming, land spreading, and underground injection, and has been made available to Assignee prior to closing. Assignee agrees that CHEVRON shall not be liable for unintentional failure to disclose such information and shall not be required to provide information which is a matter of public record or filed with governmental agencies. Assignee acknowledges that there may have been spills of these materials in the past onto the Assigned Assets described herein. In addition, some oil field equipment may contain asbestos and/or Naturally Occurring Radioactive Material (hereinafter referred to as "NORM"). In this regard, Assignee expressly understands that NORM may affix or attach itself to the inside of wells, materials and equipment as scale, or in other forms, and that said wells, material and equipment located on the property described herein may contain NORM and that NORM-containing material may be buried or otherwise disposed of on the property. Assignee also expressly understands that special procedures may be required for the removal and disposal of asbestos and NORM from the equipment where it may be found and Assignee agrees to assume all liability for such asbestos and NORM and for use of appropriate procedures and activities required to handle and dispose of same.

Assignee assumes full responsibility for, and agrees to indemnify, hold harmless and defend CHEVRON, its agents, officers, and employees from and against all loss, liability, claims, fines, expenses, costs (including attorney's fees and expenses), and causes of action caused by or arising out of any federal, state or local laws, rules, orders and regulations applicable to any waste material or hazardous substances on or included with the Assigned Assets or the presence, disposal, release or threatened release of all waste material or hazardous substance from the Assigned Assets into the atmosphere or into or upon land or any water course or body of water (including ground water) WHETHER OR NOT ATTRIBUTABLE TO CHEVRON'S ACTIVITIES OR NEGLIGENCE OR THE ACTIVITIES OR NEGLIGENCE OF CHEVRON'S OFFICERS, EMPLOYEES OR AGENTS, OR THE ACTIVITIES OF THIRD PARTIES (regardless of whether or not CHEVRON was or is aware of such activities) prior to, during, or after the period of CHEVRON'S ownership of the Assigned Assets. This Indemnification and Assumption shall apply to liability for voluntary