

employees, agents, servants or any persons acting for them or under their direction or control, including, but not limited to, any costs, expenses, damages, attorneys' fees or losses in connection therewith, which may be made or asserted by Lewis et al, their employees, agents or servants, or by Texaco Inc., Texaco Producing Inc., their employees, agents, servants, successors or assigns, or by third persons, 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 employees, agents, servants or any persons acting for them or under their direction or control.

Lewis et al accept the Property, in its present condition, without any warranty as to its condition or quality, and without any liability or obligation of any kind whatsoever on the part of Texaco.

This conveyance is made without any warranty of title, either express or implied, with no recourse against Texaco whatsoever, not even for the return of all or any portion of the purchase price, but with full substitution and subrogation in and to all the rights and actions of warranty of Texaco against all preceding owners, vendors and lessors.

Texaco neither implies, nor warrants, that it will execute any offer of credits or any other agreement with any interstate pipeline as contemplated in Federal Energy Regulatory Commission (FERC) Order No. 500 et al (18 C.F.R. 284.8 and 284.9), or any amendment or successor order; provided, however, if (1) in accordance with FERC Order No. 500 et al no crediting is required or the gas is exempted from crediting, or (2) take-or-pay monies are not currently accruing and are not owed to Texaco by the transporting pipeline seeking an offer of credit, Texaco shall execute, if necessary, an offer of credit so that Lewis et al may obtain transportation of gas produced from the Property. Nothing herein shall be construed to prohibit Lewis et al from seeking to obtain the agreement of each potential transporting pipeline(s) to waive its right to receive an offer of credits from Texaco relative to gas produced from the Property.