

solely responsible for any and all Alleged Adverse Condition(s) and all Alleged Title Defect(s) up to four (4%) percent of the unadjusted Purchase Price). Additionally, notwithstanding anything contained in this Agreement to the contrary, Buyer shall not be entitled to raise as an Alleged Adverse Condition the following: (e) the costs and expense associated with abandoning the Old Ocean Plant and remediating the associated plant site, or (b) the costs and expense associated with the remediation of NORM or asbestos at the Old Ocean Plant if the remediation of the same would require the dismantling of facilities and/or abandoning wellbore(s).

1.4 "Alleged Title Defect" means a Title Defect (as hereinafter defined) which is asserted by Buyer in accordance with Article 4.2 (based upon and limited for valuation purposes to a distinct line item listed on Exhibit "A" attached hereto), and the costs associated with curing such individual Alleged Title Defect exceeds Fifty Thousand and No/100 United States Dollars (US \$50,000) net to Seller's interests. Notwithstanding anything contained in this Agreement to the contrary, Buyer shall not be entitled to raise an Alleged Title Defect unless the aggregate cost associated with curing all such Alleged Title Defect(s) and all Alleged Adverse Condition(s) exceed four percent (4%) of the unadjusted Purchase Price (it being acknowledged and agreed that Buyer shall be solely responsible for any and all Alleged Title Defect(s) and all Alleged Adverse Condition(s) up to four (4%) percent of the unadjusted Purchase Price).

1.5 "Amoco Savings Plan" has the meaning set forth in Article 13.3.

1.6 "Amoco Severance Plan" has the meaning set forth in Article 13.8.

1.7 "Arbitrable Dispute" has the meaning set forth in Article 18.1.

1.8 "Assignment and Bill of Sale" means a document in the form of Exhibit "G".

1.9 "Business Day" means a Day (as hereinafter defined) excluding Saturdays, Sundays and U.S. legal holidays.

1.10 "Buyer Group" has the meaning set forth in Article 8.2.

1.11 "Buyer Savings Plan" has the meaning set forth in 13.3.

1.12 "Casualty Loss" means any loss, damage or reduction in value of the Properties which occurs prior to Closing resulting from mechanical failure or defects, catastrophic occurrences, acts of God or any other losses which are not the result of normal wear and tear or of natural reservoir changes.

1.13 "Certificate" means a document in the form of Exhibit "J".