

Agreement - Seismic substantially in the form of Exhibit "Q" granting to Seller, at no cost to Seller, a right and license to use the seismic data, or any portion thereof, conveyed to Buyer under the terms of this Agreement.

12.6 Rights-Of-Way and Surface Leases.

12.6.1 Buyer herein grants to Seller (and its Affiliates) a non-exclusive cost-free right(s)-of-way and surface lease(s) on, over and through the Properties (including but not limited to, pipeline, utility and road usage rights-of-way, facility surface leases and all necessary rights of ingress and egress), necessary to allow Seller (and its Affiliates) to continue to conduct operations with existing facilities only on or across the Properties in connection with properties and assets not being conveyed herein, which were being conducted by Seller (and its Affiliates) prior to Closing. Buyer agrees to execute any and all instruments deemed necessary by Seller (or its Affiliate) to further delineate the rights granted herein.

12.6.2 Seller herein grants to Buyer (and its Affiliates) a non-exclusive cost-free right(s)-of-way and surface lease(s) on, over and through the Excluded Properties - Surface Interest set forth on Exhibit "E-2" (including but not limited to, pipeline, utility and road usage rights-of-way, facility surface leases and all necessary rights of ingress and egress), necessary to allow Buyer (and its Affiliates) to continue to conduct operations with existing facilities only on or across the Excluded Properties - Surface Interest set forth on Exhibit "E-2" that were being conducted by Seller prior to Closing. Seller agrees to execute any and all instruments deemed necessary by Buyer (or its Affiliate) to further delineate the rights granted herein.

12.7 SEC Audit Rights. Seller will make available on a reasonable efforts basis for a four (4) month period after Closing accounting related records required for Buyer to conduct an audit (by and through an independent accounting firm) of the direct revenues and direct expenses associated with the Properties for the three (3) year period ending December 31, 1997, and the period January 1, 1998 through Closing. The direct revenue and direct expense information provided hereunder will be used by Buyer (and its accounting firm) solely for the purpose of complying with SEC requirement under Rule 3-05.

ARTICLE 13. PERSONNEL MATTERS

13.1 Employee Lists. No later than three (3) Business Days after this Agreement is executed, Seller will make available to Buyer a list of employees who are directly engaged in the operation, maintenance, administration, measurement, automation and similar functions for the Properties subject to this Agreement, who are available for immediate employment by Buyer commencing