

16.3.10 A License Agreement - Sams substantially in the form of Exhibit "O", and a License Agreement - Seismic substantially in the form of Exhibit "Q" executed by an authorized officer or Attorney-in-Fact of Buyer;

16.3.11 A Guarantee Agreement executed by an authorized officer or Attorney-in-Fact of Buyer's Affiliate in accordance with Article 12.2 substantially in the form of Exhibit "P",

16.3.12 Evidence of compliance with all governmental and tribal requirements, if any, for the posting of plugging or other applicable bonds relating to the ownership or operation of the Properties; and

16.3.13 Such other instruments as necessary to carry out Buyer's obligations under this Agreement.

ARTICLE 17. TERMINATION

17.1 Grounds for Termination. This Agreement may be terminated at any time prior to Closing:

17.1.1 By the mutual written agreement of Seller and Buyer;

17.1.2 By either Seller or Buyer if the consummation of the transactions contemplated herein would violate any nonappealable final order, decree or judgment of any court or governmental entity having appropriate jurisdiction enjoining or awarding material damages in connection with the consummation of the transactions contemplated herein;

17.1.3 Notwithstanding anything contained in this Agreement to the contrary, Seller may terminate this Agreement if Closing shall not have occurred by April 30, 1998.

17.2 Effect of Termination. If this Agreement is terminated in accordance with Article 17.1, such termination shall be without liability to any party, except return of the Deposit (plus Computed interest on the Deposit from March 31, 1998 until termination of this Agreement) and performance of the obligations provided in Articles 17.3, 17.4, 17.5, 18.1, 19.3, 19.10, 19.12, 19.14, 19.15 and 19.17 (which provisions shall survive termination of this Agreement). If this Agreement is terminated as a result of Buyer's failure or refusal to perform an obligation hereunder (including without limitation Closing on the Closing Date), Seller shall be entitled to retain the Deposit as liquidated damages (and not as a penalty) to reimburse Seller for its out-of-pocket fees and expenses incurred in connection with the transactions contemplated by this Agreement. The liquidated damages referenced above shall be in addition to and not exclusive of other remedies which may be available at law or in equity.