

## 6. Miscellaneous

a. Records. CHEVRON shall deliver to Assignee copies of lease files, division order files, title files, abstracts, supplemental abstracts and certificates of title, surveys, agreements, contracts, and other similar materials relating to operation or ownership of the Assigned Assets (except papers protected by the attorney-client privilege or attorney work product or proprietary data, which includes but is not limited to, interpretive geological and/or geophysical information, economic analyses, patents and trade secrets, offers to purchase, and any document or data protected by third party confidentiality agreements). Assignee shall keep true and correct books and records pertaining to the Assigned Assets. CHEVRON shall have reasonable access to such materials for purpose of audit and determining compliance with any joint operating agreements in place as of the Effective Date, or where, in the opinion of CHEVRON'S counsel, access is required by law or necessary or helpful to CHEVRON'S defense or prosecution of legal actions.

b. Removal of Signs. In the case of properties operated by CHEVRON, Assignee agrees to permanently remove CHEVRON'S name, trademark and telephone number from the lease sign located on the assigned leasehold within fifteen (15) working days after the Effective Date hereof. In the event Assignee fails to do so, CHEVRON'S representatives shall have the right to remove said lease sign from the assigned leasehold at Assignee's sole cost and expense, to be credited to CHEVRON in the post closing statement.

c. Preferential Right to Purchase and Process Production.

(i) CHEVRON's Right and Option. CHEVRON reserves and shall have the ongoing preferential right and option, but not the obligation, to purchase oil, condensate or other liquid Hydrocarbons ("Liquid Hydrocarbons") produced from the Assigned Assets, and payment for such Liquid Hydrocarbons shall be at the same price and under the same terms and conditions offered to Assignee in any bona fide offer from a third party purchaser. If Assignee does not have a bona fide offer from a third party purchaser, then payment for such Liquid Hydrocarbons shall be at CHEVRON's posted price as specified in CHEVRON's posted price bulletin in effect on the delivery date for Liquid Hydrocarbons of like kind and quality to that produced from the Assigned Assets, less per barrel taxes and transportation deductions. If CHEVRON does not have a posted price for Liquid Hydrocarbons from the Assigned Assets, then payment for such Liquid Hydrocarbons shall be based on the published price of another major oil company on which CHEVRON and Assignee mutually agree, in effect on the delivery date for Liquid Hydrocarbons of like kind, quality, and location, less per barrel taxes and transportation deductions. CHEVRON also reserves and shall have the preferential right and option to purchase or process natural and casinghead gas, or other gaseous Hydrocarbons ("Gaseous Hydrocarbons") produced from the Assigned Assets, with payment for the Gaseous Hydrocarbons purchased and/or gas