

1.14 "Claim" means any and all claims, demands, suits, causes of action, losses, damages, liabilities, fines, penalties and costs (including attorneys' fees and costs of litigation) which are brought by or owed to a Third Party (as hereinafter defined), including Environmental Claims and Non-Environmental Claims.

1.15 "Claimant" has the meaning set forth in Article 18.1.

1.16 "Claim Notice" has the meaning set forth in Article 8.10.

1.17 "Close" or "Closing" means the consummation of the transfer of title to the Properties (as hereinafter defined) to Buyer in accordance with the terms of this Agreement, including execution and delivery of all documents provided for in this Agreement.

1.18 "Closing Date" means the 31st day of March, 1998.

1.19 "Code" has the meaning set forth in Article 13.3.

1.20 "Computed Interest" means simple interest of ten percent (10%) per annum using a three hundred sixty-five (365) Day year.

1.21 "Confidentiality Agreement" has the meaning set forth in Article 17.5.

1.22 "Day" means a calendar day consisting of twenty-four (24) hours from midnight to midnight.

1.23 "Defensible Title" means, as to the Properties, such title held by Seller as of Closing that, except for the Permitted Encumbrances (as hereinafter defined):

1.23.1 Entitles Seller as of Closing to receive not less than the "Net Revenue Interests" set forth in Exhibit "A" of all oil, gas and associated liquid and gaseous hydrocarbons and non-hydrocarbons produced, saved and marketed from the Properties;

1.23.2 Obligates Seller as of Closing to bear costs and expenses relating to the ownership, operation, maintenance and repair of the Properties in an amount not greater than the "Working Interests" set forth in Exhibit "A", unless there is a corresponding increase in the Net Revenue Interests; and

1.23.3 Is free and clear of any and all liens, mortgages, encumbrances (except for Permitted Encumbrances) and security interests.