

expressly disclaims any and all representations and warranties concerning the Properties, express, statutory, implied or otherwise, including without limitation: (a) any warranty of title (except for the special warranty of title set forth in Article 9.1), (b) the existence of any and all prospects, (c) the geographic, geologic or geophysical characteristics associated with any and all prospects, (d) the existence, quality, quantity or recoverability of hydrocarbon reserves associated with the Properties, (e) the costs, expenses, revenues or receipts associated with the Properties, (f) the contractual, economic or financial data associated with the Properties, (g) the continued financial viability or productivity of the Properties, (h) the environmental or physical condition of the Properties, (i) the federal, state, local or tribal income or other tax consequences associated with the Properties, or the agreements to which the Properties are subject, (j) the absence of patent or latent defects, (k) safety, (l) state of repair, (m) merchantability, and (n) fitness for a particular purpose; and Buyer (on behalf of itself, its officers, agents, employees, Affiliates, successors and assigns) irrevocably waives such claims. Nothing contained in this Article 9.2 shall be construed to limit in any way Buyer's rights under Articles 4, 5 and 8 above.

9.3 Disclaimer - Statements and Information. Seller expressly disclaims any and all liability and responsibility for and associated with the quality, accuracy, completeness or materiality of the data, information and materials furnished (electronically, orally, by video, in writing or any other medium) at any time to Buyer, its officers, agents, employees or Affiliates in connection with the transaction contemplated herein, including without limitation: (a) the existence of any and all prospects, (b) the geographic, geologic or geophysical characteristics associated with any and all prospects, (c) the existence, quality, quantity or recoverability of hydrocarbon reserves associated with the Properties, (d) the costs, expenses, revenues or receipts associated with the Properties, (e) the contractual, economic or financial data associated with the Properties, (f) the continued financial viability or productivity of the Properties, (g) the environmental or physical condition of the Properties, and (h) the federal, state, local or tribal income or other tax consequences associated with the Properties, or the agreements to which the Properties are subject; and Buyer (on behalf of itself, its officers, agents, employees, Affiliates, successors and assigns) irrevocably waives such claims.

ARTICLE 10. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer that, to the best of Seller's knowledge, on the date hereof and as of Closing:

10.1 Organization and Good Standing Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of