

F. ASSIGNEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ASSIGNOR AND ASSIGNOR'S PARTNERSHIPS, PARENT, AFFILIATE AND SUBSIDIARY ENTITIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS ("ASSIGNOR GROUP") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, DEBTS, LAWSUITS, EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), FINES, PENALTIES, LIENS, ENCUMBRANCES, JUDGMENTS, INTEREST, CAUSES OF ACTION OR CLAIMS FOR RELIEF OF ANY KIND OR CHARACTER, KNOWN OR UNKNOWN, AT LAW OR IN EQUITY, IN CONTRACT, TORT, UNDER STATUTE OR OTHERWISE, WHICH ANY ENTITY OR INDIVIDUAL EVER HAD OR NOW HAS OR MAY IN THE FUTURE HAVE AGAINST ASSIGNOR (COLLECTIVELY ("CLAIMS")) DIRECTLY OR INDIRECTLY RELATING TO OR ARISING FROM OR ATTRIBUTABLE TO THE ASSETS INCLUDING WITHOUT LIMITATION (1) THE FAILURE OR ALLEGED FAILURE TO PROPERLY DRILL, COMPLETE, OPERATE AND PLUG AND ABANDON ANY WELLBORES, INCLUDING WITHOUT LIMITATION BONDING REQUIREMENTS AND ALL SURFACE OR SUBSURFACE RESTORATION, PRODUCTION RELATED EQUIPMENT AND/OR COMPLETE ANY CLEANUP, RECLAMATION OR RESTORATION OF THE SURFACE OR WELLSITE; (2) THE PRESENCE OR POTENTIAL PRESENCE OF NORM, ASBESTOS AND ANY OTHER ENVIRONMENTAL CONTAMINANTS OR POLLUTANTS WHICH MAY BE IN, ON, UNDER OR NEAR THE ASSETS; (3) THE CLEAN-UP RESPONSES AND THE COST OF REMEDIATION CONTROL, ASSESSMENT OR COMPLIANCE WITH RESPECT TO SURFACE AND SUBSURFACE POLLUTION OR CONTAMINATION; (4) THE DISPOSAL ON THE ASSETS OF ANY HAZARDOUS SUBSTANCES, WASTES, MATERIALS AND PRODUCTS GENERATED BY OR USED IN CONNECTION WITH THE OWNERSHIP OR OPERATION OF THE ASSETS; (5) THE NON-COMPLIANCE WITH ENVIRONMENTAL AND LAND USE RULES AND REGULATIONS OF APPROPRIATE STATE OR FEDERAL REGULATORY AGENCIES; (6) THE PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OF ANY THIRD PARTY OR ASSIGNEE, ASSIGNEE'S EMPLOYEES, ITS CONTRACTORS AND SUBCONTRACTORS, AND THEIR EMPLOYEES AND ANY OF THEIR INVITEES; (7) THE ASSETS, INCLUDING LEASE STRUCTURES (IF ANY), MATERIALS, LAND, WELL, CASING, LEASEHOLD EQUIPMENT, PERSONAL PROPERTY; (8) THE OPERATION AND MAINTENANCE BY ASSIGNOR OF THE ASSETS; AND WITH RESPECT TO (1) - (8), REGARDLESS OF WHEN SUCH CLAIM OCCURRED OR WHETHER CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, FAULT OR OMISSION OR STRICT OR STATUTORY LIABILITY OF ASSIGNOR OR ASSIGNOR GROUP, AND WHETHER CAUSED BY A PRE-EXISTING CONDITION, AND REGARDLESS OF WHETHER THE RULE, LAW, OR JUDGMENT RELATED TO THE CLAIM IS IN EXISTENCE ON THE EFFECTIVE TIME.

G. Assignee shall conduct all plugging, replugging, abandonment, removal, disposal and restoration obligations in accordance with all applicable laws and regulations. In connection with the liability assumed by Assignee pursuant to the provisions of this Assignment, Assignee is aware and Assignor has disclosed that Assignee may be required by governmental authorities or regulatory agencies to physically remove, rather than abandon in place, all or certain pipelines and flowlines to be transferred herewith, or comprise a portion of, the Assets and, as such, Assignee understands and agrees that its obligations herein may include the removal of such pipelines and flowlines in accordance with all applicable laws, regulations and orders.

H. ASSIGNEE HEREBY ASSUMES ALL OF ASSIGNOR'S LIABILITY, OBLIGATION FOR AND/OR BENEFIT FROM ALL GAS IMBALANCES (WHETHER OVER OR UNDER) ATTRIBUTABLE TO THE ASSETS AS OF THE EFFECTIVE TIME AND AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS ASSIGNOR GROUP FROM AND AGAINST ALL CLAIMS RELATING TO GAS IMBALANCES.