

WARRANTY CLAUSES

Form 1.

(No Warranty) To have and to hold, subject to the terms, exceptions, and other provisions set out in this Assignment, the “Assets” unto Assignee, its successors and assigns, forever. However, the assignments and conveyances made by this Assignment are made without warranty of title, express, implied or statutory, and without recourse, even as to the return of the purchase price or other consideration, but with full substitution and subrogation of Assignee, and all persons claiming by, through, or under Assignee, to the extent assignable, in and to all covenants and warranties by Assignor’s predecessors in title and with full subrogation of all rights accruing under the statutes of limitation or prescription under the laws of the state where the Assets are located, and all rights of actions of warranty against all former owners of the Assets. Any covenant or warranties implied by statute or law by the use of the words “grant,” “assign,” or “convey” or other similar words in this Assignment are hereby expressly disclaimed, waived, and negated.

Form 2.

(No Warranty) Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are “conspicuous” disclaimers for the purposes of any applicable law, rule, or order. The Assets are assigned to Assignee without recourse (even as to the return of the purchase price or other consideration), covenant or warranty of any kind, express, implied or statutory. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO (i) THE CONDITION OF THE ASSETS (INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESSED WARRANTY OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), OR (ii) ANY INFRINGEMENT BY ASSIGNOR OR ANY OF ITS AFFILIATES OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY.

Form 3.

(Limited Warranty) Assignor binds itself, its successors and assigns, to warrant and forever defend all and singular the Oil and Gas Leases, the Lands and interest described on Exhibit “A” unto Assignee, its successors and assigns forever, against every person whomsoever lawfully claiming the Assets or any part thereof, by, through, or under Assignor, but not otherwise. However, all equipment, wells, and personal property are sold AS IS AND WHERE IS, AND WITHOUT WARRANTY OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED.

Form 4.

(No Warranty on Equipment) All personal property and equipment transferred and conveyed by Assignor to Assignee by this Assignment is sold and transferred to Assignee “AS IS” AND “WHERE IS,” WITH ALL FAULTS AND DEFECTS, IF ANY, WITHOUT RECOURSE BY ASSIGNEE, ITS SUCCESSORS AND/OR ASSIGNS, AGAINST ASSIGNORS, AND WITHOUT COVENANT, REPRESENTATIONS OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES: (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND, (c) ANY IMPLIED OR EXPRESS WARRANTY OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

Form 5.

(Limited Warranty) Assignor warrants that title to the Properties, insofar as claims arising by, through, or under Assignor, is good and marketable, and Assignor agrees that Assignor shall be responsible for title defects occurring or arising out of occurrences or omissions of, by, through, or under Assignor. In Addition, Assignor represents and covenants that the Properties are free and clear of all liens, encumbrances, or claims of third parties, and, further, that Assignor has no notice of and there is no pending litigation or claims of any kind, including claims by the owners of the surface and/or mineral estate, which would or could, if successfully prosecuted, impair in any manner the properties and interest in properties assigned to Assignee by this Assignment.