

out of using, operating or removing material and equipment from said well, and the restoration of the land surrounding said well, or the failure to perform any of such tasks.

4. As further consideration for the sale of said well, Assignees hereby release Assignor from all claims and causes of action for damages to their real or personal property and to settle in full all prior surface damages and injuries to said lands, whatever their nature and however incurred, so that now and hereafter said Assignees, their heirs, successors and assigns, may never again make claim or demand for any damages, claims or injuries resulting from oil and gas operations prior to the date hereof, whether said injuries, damages or claims are now apparent and whether they may be in the future attributable to said oil and gas operations, either directly or indirectly, in connection with oil and gas operations of said well, by and through Union Oil Company of California, its agents, servants, or representatives.

5. As part of the consideration for the execution and delivery of this instrument by Assignor, Assignees hereby agree to all of the terms and provisions hereof and join in the execution of this instrument to evidence such agreement.

This Agreement, dated this 12th day of December, 1972, is executed by the parties hereto and shall be binding upon each party's signature hereto, its respective heirs, successors and assigns.

UNION OIL COMPANY OF CALIFORNIA

By John Hansen  
Attorney-in-Fact *JB*

David Lee, Jr.  
Tom D. Lee, Jr. *DL*

Mary Lou Lee  
Mary Lou Lee