

ENVIRONMENTAL PROVISIONS

Form 1.

Assignor shall be responsible for and shall indemnify and hold Assignee harmless from and against any claims, damages, losses, liabilities, costs, and expenses (whether or not arising from or contributed to by the negligence of Assignor, its affiliates, employees, officers, directors, representatives, and/or stockholders) as a result of any of the following: (i) any obligations (or matters which, with notice, knowledge or passage of time, would have been obligations) of Assignor prior to the Effective Date under any environmental law, rule, or regulation existing on the Effective Date in connection with any spillage, leakage, migration, seepage, release, or emission of any substance or other contamination existing on the Lands on or before the Effective Date; (ii) any obligations (or matters which, with notice, knowledge or passage of time, would have been obligations) of Assignor prior to the Effective Date under any environmental law, rule or regulation existing on the Effective Date in connection with spillage, leakage, migration, seepage, release, or other emissions of any substance or other contamination on or before the Effective Date from the Lands onto adjacent lands or into the air, ground water, or environment; (iii) any matters in connection with any offsite storage, offsite disposal or transport of materials generated from operations on the Lands prior to the Effective Date; or (iv) any other obligations (or matters which, with notice, knowledge, or passage of time, would have been obligations) of Assignor prior to Effective Date under any environmental law, rule, or regulation existing on the Effective Date.

Form 2.

Assignee indemnifies and holds Assignor harmless from and against, and agrees to reimburse Assignor with respect to, any and all claims, losses, damages, causes of action, liabilities, costs, and expenses of any and every kind or character, known or unknown, fixed or contingent, asserted against or incurred by Assignor at any time or from time to time by reason of or arising out of any violation of any federal, state, or local environmental statute, regulation, rule, or ordinance, upon or with respect to the ownership, operation, or use of the Land under the terms of the Lease, regardless of whether the act, omission, event, or circumstance constituted a violation of applicable law at the time of existence or occurrence, and regardless of whether the act, omission, event or circumstance occurred prior to or subsequent to the Effective Date of this Assignment.