

INDEMNITIES

Form 1.

From and after the Effective Date, Assignor agrees to protect, defend, indemnify, and hold Assignee and its officers, directors, and employees free and harmless from and against any and all costs, expenses, claims, losses, liabilities, demands, and causes of action of every kind and character, including, but not limited to, pollution and environmental claims, arising out of, incident to, or in connection with the Assets, or Assignor's or other parties' operations on the Assets, prior to the Effective Date.

Form 2.

Assignee agrees to fully defend, protect, indemnify, and hold harmless Assignor, its officers, directors, employees, and agents, from and against each and every claim, demand, action, cause of action, or lawsuit, and any liability, cost, expense, damage or loss, including court costs and attorney's fees, that may be asserted against Assignor or Assignee by any third party, including Assignee's employees and agents, arising from or on account of any operations conducted by Assignee, or for the benefit of Assignee, under this Assignment or which might arise out of any breach or violation of any of the terms and provisions of the Oil and Gas Leases.