

## RESTORATION OF SURFACE AND INDEMNITY BY ASSIGNEE

Assignee agrees to restore the surface of the land included within the assigned Assets as nearly as possible to its prelease condition when the use and operation on that part of the land is completed. Assignee agrees to perform these required operations at its sole expense, to be solely responsible for damages in connection therewith and to hold Assignor harmless from any and all claims and damages from and after the Effective Date. Assignor, in its sole discretion, may require additional security to ensure these obligations. From and after the Effective Date, Assignee agrees to protect, defend, indemnify, and hold Assignor and its 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 Assignee's or other parties' operations on the Assets, subsequent to the Effective Date.

**Sample  
Form**