

Environmental Cleanup Liability incurred by, accruing to or imposed on SELLER Indemnified Parties, as applicable, resulting from any such suit(s) or proceeding(s) or any amounts resulting from the settlement or resolution of such suit(s) or proceeding(s). In addition, BUYER shall pay to SELLER Indemnified Parties, as applicable, all attorneys' fees incurred by SELLER Indemnified Parties, as applicable, in enforcing BUYER's indemnity in this subsection 6(b).

c) General Indemnity by SELLER

To the fullest extent permitted by law but no further and subject to the limitations set forth in subsection 6(e) below, SELLER shall indemnify and hold harmless BUYER, its Affiliates, successors and assigns, and the respective officers, directors, employees and agents of each (the "BUYER Indemnified Parties"), from and against any Third Party Claim for which a Claim Notice is delivered to SELLER within two (2) years after the Closing Date hereunder and

- 1) which directly or indirectly arises out of or is related to or results from or is caused by the use, operation, maintenance, occupation and ownership of the PROPERTY by SELLER prior to the closing date;
- 2) is based on law (including statutory, regulatory and case law) existing at the Effective Date; and
- 3) which Third Party Claim ultimately results in a judgment or settlement which exceeds \$_____ (10% of Purchase Price). SELLER, further covenants and agrees to defend any suit(s) or proceeding(s) brought against BUYER Indemnified Parties on account of any such Third Party Claims indemnified hereunder and to pay or discharge the full amount or obligation of any such Third Party Claims incurred by, accruing to or imposed on BUYER Indemnified Parties resulting from any such suit(s) or proceeding(s) or any amounts resulting from the settlement or resolution of such suit(s) or proceeding(s). In addition, SELLER shall pay to BUYER Indemnified Parties all attorneys' fees incurred by BUYER Indemnified Parties in enforcing SELLER's indemnity in this subsection 6(c).

d) Environmental Indemnity by SELLER

To the fullest extent permitted by law but no further and subject to the limitations set forth in subsection 6(e) below, SELLER shall indemnify and hold harmless the BUYER Indemnified Parties from and against any Environmental Claim or Environmental Cleanup Liability for which a Claim Notice is delivered to SELLER within one (1) year after closing date and

- 1) which Arises (as defined in subsection 6(f)(2)) out of the use, operation, maintenance, occupation or ownership of the PROPERTY by SELLER prior to the closing date;