

which directly or indirectly arise out of, or are related to, or result from or are caused by

- 1) the breach in any material respect of any obligation of BUYER under this AGREEMENT;
- 2) the performance or failure to perform any obligations assumed by BUYER under this AGREEMENT; or
- 3) the use, operation, maintenance, occupation, ownership or abandonment of the PROPERTY before, on or after the date of sale; except those Claims indemnified by SELLER pursuant to subsection 6(c) hereof. THE FOREGOING OBLIGATION OF INDEMNITY SHALL APPLY EVEN THOUGH SUCH CLAIMS MAY HAVE BEEN CONTRIBUTED TO OR CAUSED BY THE NEGLIGENCE (OF ANY CHARACTER, WHETHER SOLE, GROSS, JOINT, CONCURRENT, CONTRIBUTORY OR OTHERWISE) OR FAULT, OR THE STRICT OR STATUTORY LIABILITY OF SELLER UNDER ANY LAW (INCLUDING STATUTORY, REGULATORY AND CASE LAW), REGARDLESS OF WHETHER SUCH LAW WAS IN EXISTENCE AS OF THE EFFECTIVE DATE. BUYER further covenants and agrees to defend any suit(s) or proceeding(s) brought against SELLER Indemnified Parties on account of any such Claims indemnified hereunder and to pay or discharge the full amount or obligation of such Claims incurred by, accruing to or imposed on SELLER 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, 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(a).

b) Environmental Indemnity by BUYER

To the fullest extent permitted by law, but no further, BUYER shall indemnify and hold harmless SELLER Indemnified Parties from and against any and all Environmental Claims or Environmental Cleanup Liability which Arises (as defined in subsection 6(f)) directly or indirectly from the use, operation, maintenance, occupation, ownership or abandonment of the PROPERTY before, on, or after the date of sale. THE FOREGOING OBLIGATION OF INDEMNITY BY BUYER SHALL APPLY EVEN THOUGH THE ENVIRONMENTAL CLAIM OR ENVIRONMENTAL CLEANUP LIABILITY IS CONTRIBUTED TO OR CAUSED BY THE NEGLIGENCE (OF ANY CHARACTER, WHETHER SOLE, GROSS, JOINT, CONCURRENT, CONTRIBUTORY OR OTHERWISE) OR FAULT, OR THE STRICT OR STATUTORY LIABILITY OF SELLER UNDER ANY LAW (INCLUDING STATUTORY, REGULATORY AND CASE LAW), REGARDLESS OF WHETHER SUCH LAW WAS IN EXISTENCE AS OF THE EFFECTIVE DATE. BUYER further covenants and agrees to defend any suit(s) or proceeding(s) brought against SELLER Indemnified Parties on account of any such Environmental Claims or Environmental Cleanup Liability and to pay or discharge the full amount or obligation of such Environmental Claims or