

7.2 Casualty and Condemnation. If, prior to Closing, a material part of the Properties shall: (a) be destroyed by a Casualty Loss, or (b) be taken in condemnation or if proceedings for such purposes shall be pending; then Seller and Buyer shall attempt to mutually agree on a reduction in the Purchase Price reflecting the reduction in the value of the Properties affected by the Casualty Loss or taking. If Seller and Buyer are unable to mutually agree on such reduction, either party shall have the right, exercisable within ninety (90) Days after Closing, to initiate binding arbitration in accordance with Article 18.1. Seller shall retain any and all sums paid to Seller, unpaid awards, insurance proceeds or other payments associated with or attributable to such Casualty Loss or taking.

ARTICLE 8. ALLOCATION OF RESPONSIBILITIES AND INDEMNITIES

8.1 Opportunity for Review. Each party represents that it has had an adequate opportunity to review the following indemnity and release provisions, including the opportunity to submit the same to legal counsel for review and comment. Based upon the foregoing representation, the parties agree to the provisions set forth below.

8.2 Seller's Non-Environmental Indemnity Obligation. Seller shall, subject to the limitations set forth in Article 8.4 below, release Buyer from and shall fully protect, indemnify and defend Buyer, its directors, officers, agents, employees and Affiliates ("Buyer Group") and hold them harmless from and against any and all Non-Environmental Claims, and any and all occurrences and conditions which would otherwise constitute Non-Environmental Claims but which are asserted by Seller, its directors, officers, agents, employees and Affiliates ("Seller Group"), relating to, arising out of, or connected, directly or indirectly, with the ownership, maintenance, occupation or operation of the Properties, or any part thereof, pertaining to the period of time prior to Closing, including without limitation, Non-Environmental Claims relating to: (a) injury or death of any person or persons whomsoever, (b) damages to or loss of any property or resources, (c) common law causes of action such as negligence, gross negligence, strict liability, nuisance or trespass, and/or (d) fault imposed by statute, rule, regulation or otherwise. The indemnity obligation and release provided herein shall apply regardless of cause or of any negligent acts or omissions of Buyer Group.

8.3 Seller's Environmental Indemnity Obligation. Seller shall, subject to the limitations set forth in Article 8.4 below, release Buyer from and shall fully protect, indemnify and defend Buyer Group and hold them harmless from and against any and all Environmental Claims, and any and all occurrences and conditions which would otherwise constitute Environmental Claims but which are asserted by Seller Group, relating to,