

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, 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) pollution, environmental damage or violation of Environmental Laws, (d) common law causes of action such as negligence, gross negligence, strict liability, nuisance or trespass, and/or (e) 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.

8.4 Limitation on Seller's Indemnity Obligation. Notwithstanding anything contained in this Agreement (including without limitation Articles 8.2 and 8.3) to the contrary, Seller shall have no obligation under this Agreement or otherwise to protect, indemnify, defend and hold harmless Buyer Group from and against any one or more of the following: (a) Claims for which Buyer has not provided Seller with written notice of such Claims in accordance with Article 8.10 within eighteen (18) months after Closing (it being acknowledged and agreed that Buyer shall be solely responsible for any and all Claims not raised within such eighteen month period), or (b) Claims up to four percent (4%) of the unadjusted Purchase Price (it being acknowledged and agreed that Buyer shall be solely responsible for any and all Claims up to four (4%) percent of the unadjusted Purchase Price).

8.5 Buyer's Non-Environmental Indemnity Obligation. Buyer shall release Seller from and shall fully protect, indemnify and defend Seller 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 Buyer Group, relating to, arising out of, or connected, directly or indirectly, with the ownership, maintenance, occupancy or operation of the Properties, or any part thereof, pertaining to the period of time prior to Closing, for which Seller's indemnity obligation has ceased, terminated (in accordance with Article 8.4 or otherwise) or did not exist, and from and against any and all Non-Environmental Claims 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 at and after 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 Seller Group.