

8.6 Buyer's 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 Environmental Claims, and any and all occurrences and conditions which would otherwise constitute Environmental Claims but which are asserted by Buyer 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, 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 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, Environmental Claims relating to: (a) injury or death of any person or persons whomsoever, (b) damage to or loss of any property or resource, (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 Seller Group.

8.7 Asbestos and NORM. Buyer acknowledges that the Properties may currently or have in the past contained asbestos or NORM and that special procedures may be required for the assessment, remediation, removal, transportation or disposal of such asbestos and NORM.

8.8 Buyer's Assumption of Obligations Buyer agrees to assume and shall timely perform and discharge all duties and obligations of Seller associated with the Properties (including without limitation any contractual obligations) relating to the period of time at and after Closing, and Seller shall incur no liability for Buyer's failure to properly perform or discharge any such duties and obligations. Notwithstanding anything contained in this Agreement to the contrary (including without limitation Articles 5.2, 8.2 or 8.3), Buyer agrees to accept full responsibility for and shall pay all costs and expenses associated with the plugging and abandonment of the wells and facilities included in the Properties, and shall not be entitled to claim the fact that plugging and abandonment operations are not complete or that additional cost will be required to complete the plugging and abandonment operations as an Alleged Title Defect, Alleged Adverse Condition or breach of Seller's indemnity obligation under this Agreement, and Buyer (on behalf of itself, its officers, agents, employees, Affiliates, successors and assigns) irrevocably waives such claims. In conducting the duties and obligations contained in this Article, Buyer shall comply with the applicable Laws.