

(including attorneys fees) arising from any claim made against Seller or any of the properties conveyed by this Agreement made or instituted by any creditor of Buyer or arising from injury to person or property sustained by anyone in and about the properties resulting from the use of occupancy of the property conveyed hereunder by or from any act or acts or omission or omissions of Buyer, his agents, servants, employees, contractors, invitees, concessionaries, customers or tenants. Buyer shall, at his own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Seller or in which Seller may be impleaded with others upon any such abovementioned matter, claim or claims, except as may result from the acts set forth in Paragraph 7(b).

(b) Except for his act, omissions or negligence or the acts, omissions or negligence of his agents, servants, or employees, Seller shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Premises, including any damage or injury to Buyer or to any of his agents, servants, employees, contractors, invitees, concessionaries, customers or tenants; and Buyer agrees that he will rely solely upon his policies of insurance and the policies maintained by Seller which name the Buyer as an additional insured for recovery of any such damage, and all claims against Seller arising out of such damage of destruction