Resolution of Pre-Closing Environmental Issues, Seller shall be liable for any actual out-of-pocket costs and expenses arising from any material damage caused by, and the restoration of any improvement materially affected by, any implementation, entry, performance, inspection, treatment, disposal, excavation, operation, or maintenance described herein. Buyer shall cooperate with Seller and use reasonable efforts (including by granting reasonable access to Buyer's employees and agents who are responsible for such environmental matters) to enable Seller to fulfil its responsibilities to Buyer under this Agreement, and Buyer shall direct its employees to provide reasonable cooperation to Seller in carrying out any work required as agreed by the parties.

(e) If required by law, Buyer shall obtain an EPA identification number for its operations on the Owned Real Property by submitting a Notification of Hazardous Waste Activity using EPA Form 8700-12.

(f) If either party shall receive written notice or other written communication concerning any actual, alleged or threatened violation of or matter arising under Environmental Laws which might reasonably be covered by Seller's indemnification under this Article VIII, including those concerning any actual or threatened investigation, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction, relating to same, then such party shall deliver