

damages, losses, costs, expenses, diminutions in value, liabilities (including strict liabilities), fines, penalties, charges, fees, attorneys' fees and costs, engineers' fees, environmental consultants' fees and investigation costs, costs of Remediation (whether or not performed voluntarily), and any other expenses (including expenses incurred in enforcing this indemnity), judgments, awards, amounts paid in settlement, punitive damages, and foreseeable and unforeseeable consequential damages (collectively, "Losses") incurred by or threatened against Lender or a Lender Party arising directly or indirectly out of, or any way related to:

- (1) The past, present or threatened violations of any Environmental Law in connection with the Property or operations thereon, including but not limited to any failure by Borrower or other users of the Property to comply with any Enforcement Action or any Environmental Law;
- (2) Any actions necessary or appropriate to comply with any Environmental Law in any way connected with the Property;
- (3) The presence of any Contaminant in, on or under the Property including, but not limited to the use, treatment, storage, disposal, transportation, transfer, generation, processing, production, refining, control, management or handling of Contaminants in any way connected with the Property;
- (4) The past, present or threatened Release of any Contaminants in, on, under or from the Property, or migrating to the Property, including but not limited to costs of Remediation of Contamination on properties to which such Contaminants may have migrated;
- (5) Any Remediation in any way connected with the Property;
- (6) Any Enforcement Action in any way connected with the Property;
- (7) Any past, present or threatened injury to, destruction of or loss of natural resources pursuant to any Environmental Law in any way connected with the Property, including but not limited to costs to investigate and assess such injury, destruction or loss;
- (8) Any breach of the Borrower's covenants or any breach or misrepresentation of Borrower's representations and warranties in this Instrument or other Loan Documents;
- (9) Any loss of priority of Lender's title (or lien on) the Property directly or indirectly arising out of or in any way relating to any of the foregoing or any imposition of any lien or other encumbrance on title to the Property or indirectly arising out of or in any way relating to any of the foregoing;
- (10) Any personal injury, wrongful death, or property damage arising under any statutory or common law tort law theory, including but not limited to damages assessed for the maintenance of a private or public nuisance on or for the conducting an abnormally dangerous activity on the Property.
- (11) Any other matter relating to any environmental condition of the Property, to Contaminants in connection with the Property or migrating to or from the Property, or to any Environmental Laws.

Borrower understands, acknowledges and agrees that its liabilities to Lender pursuant to this indemnity shall be binding upon Borrower regardless of whether conditions described in this paragraph resulted from acts or omissions of Borrower, its predecessors in interest, or any other person or from circumstances (whether or not on the Property) which occurred or existed prior to the date hereof. Borrower's liability hereunder shall survive and continue beyond foreclosure of this Instrument, deed in lieu of foreclosure, and payoff or discharge of the Note and full release of this Instrument and the other Loan Documents.

c. **Covenants, Representations and Warranties.** Borrower covenants, represents and warrants to Lender that:

- (1) To the best of Borrower's knowledge and belief, the Property is free of any Contaminants and neither Borrower nor any other person (including but not limited to prior owners or occupiers) has ever caused or permitted any Contaminant to be manufactured, placed, generated, stored, held, transferred, processed, produced, transported or disposed on, at, through or under the Property nor any property adjacent thereto has even been used (whether by Borrower or, to the best knowledge of Borrower, by any other person) as a location for the manufacture, placement, storage, location or disposal of any Contaminants, other than ordinary chemicals used in ordinary quantities for prior farming activities at the Property.