

- permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- (8) Lessee will permit, or cause any tenant to permit, Bank or Bank's agent to enter and inspect the Property and review all records at any reasonable time to determine: (a) the existence, location and nature of any Hazardous Substance on, under or about the Property; (b) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; (c) whether or not Lessee and any tenant are in compliance with any applicable Environmental Law.
- (9) Upon Bank's request, Lessee agrees, at Lessee's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Bank. The choice of the environmental engineer who will perform such audit is subject to the approval of Bank.
- (10) Bank has the right, but not the obligation, to perform any of Lessee's obligations under this paragraph at Lessee's expense.
- (11) As a consequence of any breach of any representation, warranty or promise made in this paragraph, (a) Lessee will indemnify and hold Bank and Bank's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and reasonable attorneys' fees to the extent not prohibited by law, which Bank and Bank's successors or assigns may sustain; and (b) at Bank's discretion, Bank may release this Agreement and in return Lessee will provide Bank with collateral of at least equal value to the Property secured by this Agreement without prejudice to any of Bank's rights under this Agreement.
- (12) Notwithstanding any of the language contained in this Agreement to the contrary, the terms of this paragraph shall survive any foreclosure or satisfaction of any deed of trust, mortgage or any obligation regardless of any passage of title to Bank or any disposition by Bank of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
12. **COLLECTION COSTS.** In the event of default and to the extent not prohibited by law, Lessee agrees to pay reasonable costs incurred to collect this debt or realize on the security. This includes without limitation, collection agency fees or attorneys' fees, but not both, and other legal costs and expenses incurred by Bank in exercising any remedy under this Loan or under the law. Any such fees and expenses shall be added to the principal amount of and shall accrue interest at the same rate as and shall be secured by the Collateral and Property.
13. **SUBORDINATION OF LESSOR'S LIEN.** Lessor agrees that any lien on any other property, real or personal, of Lessee that Lessor now has or that arises in the future, is and shall be subordinate and inferior to Bank's security interest, lien or mortgage on such other property pursuant to the Note and any documents related thereto. As against any interest, lien or claim by Bank, Lessor hereby subordinates all liens, claims, demands or rights, including without limitation, the right to levy, distrain, sue, execute or sell for unpaid rent, which Lessor now has or may hereafter acquire with respect to any or all of the other property of Lessee or property in which Lessee has an interest (whether such property is now or hereafter located on or in the Property), including, but not limited to, machinery, equipment, furniture, fixtures, inventory and goods or merchandise and all additions, replacements and substitutions therefor, and all of the proceeds and all proceeds of proceeds thereof on such other property.
14. **WARRANTIES AND CONSENT OF LESSOR.** Lessor warrants that Lessor has the authority to execute this Agreement. Lessor hereby consents to and acknowledges the Lessee's assignment of the Lease and Lessee's rights and interests thereunder and in and to the Property. Lessor warrants to Bank that Lessee has complied with all obligations owed Lessor by Lessee, including without limitation, the payment of all rent as and when due.
15. **WAIVERS.** Lessee waives and releases all rights, claims and interests or equities that Lessee may now have or hereafter acquire in and to the Property, including but not limited to, homestead and redemption, if available.
16. **TERM.** This Agreement shall remain in effect until terminated in writing.
17. **GENERAL PROVISIONS.**
- A. **TIME IS OF THE ESSENCE.** Time is of the essence in Lessee's performance of all duties and obligations imposed by this Agreement.
- B. **NO WAIVER BY BANK.** Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Lessee's strict performance of any provisions contained in this Agreement, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank.
- C. **AMENDMENT.** The provisions contained in this Agreement may not be amended, except through a written amendment which is signed by Lessee, Lessor and Bank.
- D. **INTEGRATION CLAUSE.** This written Agreement and all documents executed concurrently herewith, represent the entire understanding between the parties as to the Obligations and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.
- E. **FURTHER ASSURANCES.** Lessee agrees, upon request of Bank and within the time Bank specifies, to provide any information, and to execute, acknowledge, deliver and record or file such further instruments or documents as may be required by Bank to secure the Note or confirm any lien.
- F. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of KANSAS, provided that such laws are not otherwise preempted by federal laws and regulations.
- G. **FORUM AND VENUE.** In the event of litigation pertaining to this Agreement, the exclusive forum, venue and place of jurisdiction shall be in the State of KANSAS, unless otherwise designated in writing by Bank or otherwise required by law.
- H. **SUCCESSORS.** This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties; provided however, that Lessee may not assign, transfer or delegate any of the rights or obligations under this Agreement.
- I. **NUMBER AND GENDER.** Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- J. **DEFINITIONS.** The terms used in this Agreement, if not defined herein, shall have their meanings as defined in the other