

- 3) The combined financial obligations of SELLER under subsections 6(c) and (d) shall be limited to and shall never exceed, in the aggregate, \$100% of purchase price;
- 4) Such indemnification obligations shall be limited to the extent any costs, losses or liabilities incurred by BUYER result from BUYER's acquisition of the PROPERTY from SELLER; accordingly, SELLER shall not indemnify BUYER for any costs, losses or liabilities incurred by BUYER on account of BUYER's ownership of an interest in the PROPERTY which BUYER acquired from any other person.

**f) Definitions For purposes of this Agreement:**

- 1) **“Affiliate(s)”** shall mean a Party's **“Parent Company”** and **“Affiliated Companies.”** **“Parent Company,”** **“Affiliated Companies”** and **“Controlling Interest”** shall have the following meanings:
  - (i) A Party's **“Parent Company”** shall mean an entity having a direct or indirect **“Controlling Interest”** in such Party;
  - (ii) A Party's **“Affiliated Companies”** shall mean any and all entities in which the Party or the Parent Company of such Party has a direct or indirect **“Controlling Interest,”** and
  - (iii) **“Controlling Interest”** shall mean a legal or beneficial ownership of fifty percent (50%) or more of the voting stock or other voting rights in an entity.
- 2) **“Arises.”** An Environmental Claim or Environmental Cleanup Liability shall be deemed to arise upon:
  - (i) Each discrete, operationally-related Release of Chemical Substance, as measured on a daily basis, or
  - (ii) Each discrete, operationally-related occurrence of pollution, contamination or migration, as measured on a daily basis.
- 3) **“Chemical Substances”** shall mean any chemical substance, including, but not limited to, any sort of pollutants, contaminants, chemicals, raw materials, intermediates, products, industrial, solid, toxic or hazardous substances, materials, wastes, or petroleum products, including crude oil or any component thereof, salt water, brine, asbestos, mercury, polychlorinated biphenyls or NORM.
- 4) **“Claims”** shall mean any and all claims, demands, loss, liability, liens, demands, judgments, settlements, suits, causes of action, fines, penalties, compliances, costs, and any costs, expenses and fees associated with the investigation, defense and resolution of the