

enforcement is affected by suit or otherwise. All remedies provided for in this Lease are in addition to all those available to Landlord by statute, by law, or in equity.

17. ABANDONMENT OF PREMISES, PERSONAL PROPERTY: "Abandonment" hereunder shall be deemed to include but shall not be limited to either (a) any vacancy of the Premises by Tenant for ten (10) consecutive days without Landlord's prior written consent, or (b) non-operation of Tenant's business in the Premises for a period of ten (10) consecutive days without Landlord's prior written consent. In the event of Tenant's abandonment of the Premises, Landlord shall provide Tenant with five (5) days' notice of Landlord's intention to re-enter and repossess the Premises, said notice to be conspicuously posted on the Premises, without recourse to further legal proceedings, unless Tenant objects within said five (5) day period. Should Tenant not object within the said five (5) day period, Landlord shall have the absolute right to re-enter the Premises without legal proceedings and without being liable for any prosecution therefore or damages resulting therefrom, and which remedies and acts Tenant specifically consents. Thereafter, Landlord shall be entitled to the same rights and remedies as if said re-entry and repossession had occurred pursuant to legal action.

Should Tenant fail to remove its personal property, including trade fixtures, upon expiration, abandonment, termination, or recovery of possession by Landlord, then upon such abandonment, expiration, termination, or recovery of possession, and after five (5) days' notice to Tenant to remove its property (said notice to also be conspicuously posted on the Premises), all personal property of any nature then remaining on the Premises shall be deemed abandoned and title thereto shall vest exclusively in Landlord. Landlord may thereafter remove and dispose of or liquidate said personal property as Landlord may deem proper in its sole and absolute discretion, provided, however, the proceeds of any sale or liquidation of such property shall be applied first to reduce any sums owed by Tenant to Landlord, including storage costs, attorney's fees, and any other expenses incurred by Landlord resulting from such abandonment and any sums remaining shall be returned to Tenant. Tenant hereby waives and agrees to indemnify and hold Landlord harmless from and claim for loss or damage arising from Landlord's dealing with Tenant's property pursuant to the terms of this paragraph.

18. RIGHT OF ACCESS: Landlord may enter upon the Premises for the purpose of inspecting, curing defaults, replacement, or alterations, and showing the Premises to prospective purchasers or Tenants.

19. HAZARDOUS MATERIALS: Tenant covenants and agrees not to use, generate, release, manage, treat, manufacture, store or dispose of, under or about, or transport to or from (any of the foregoing herein defined as "Use") the Premises any Hazardous Materials (other than de minimus amounts). Tenant further covenants and agrees to pay for all costs and expenses associated with enforcement, removal, remediation or other governmental or regulatory actions, agreements, or orders threatened, instituted, or completed pursuant to any Hazardous Materials laws, and all audits, tests, investigations, cleanup, reports and other such items incurred in connection with any efforts complete, satisfy, or resolve any matters, issues or concerns whether governmental or otherwise, arising out of or in any way related to the Use of Hazardous Materials in any amount by Tenant, its employees, agents, invitees, assignees, licensees, or contractors. For purposes of this Lease, (1) the term "Hazardous Materials" shall include, but not limited to