

asbestos, urea formaldehyde, polychlorinated biphenyls, oil, petroleum products, pesticides, radioactive materials, hazardous wastes, toxic substances and any other related or dangerous, toxic or hazardous chemical, material or substance regulated by or defined as hazardous or as pollutant or contaminant in, or the Use of or exposure to which is prohibited, limited, governed, or regulated by any Hazardous Materials Laws; (2) the term “de minimus amounts” shall mean, with respect to any given level of Hazardous Materials, that such level or quantity of Hazardous Materials in any form or combination of forms (i) does not constitute a violation of any Hazardous Materials Laws and (ii) is customarily employed in, or associated with, similar retail projects; and (iii) is being used at all times and with full compliance with all Hazardous Materials Laws; and (3) the term “Hazardous Materials Laws” shall mean any federal, state, county, municipal, or local or other statute, law, ordinance, or regulation now or hereafter enacted which may relate to or deal with the protection of human health or environment, including by not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42. U.S.C. Section 6901, et seq.; the Federal Water Control Pollution Act, 33 U.S.C. Section 1251, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. Section 2601, et seq.; and any rules, regulations or guidelines adopted or promulgated pursuant to any of the forgoing as they may be amended or replaced from time to time.

Tenant hereby further agrees to indemnify and save Landlord free and harmless from all fines, claims, demands, actions, proceedings, judgments, and damages (including court costs and reasonable attorney’s fees) of any kind or nature by anyone whomsoever arising or growing out of any breach or non-performance by Tenant of the covenants contained in this Section. This obligation of the Tenant to indemnify Landlord shall survive the termination of this Lease.

20. END OF LEASE TERM: Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender the Premises in good order, broom clean, normal wear and tear excepted, to Landlord. Subject to the other terms of this Lease, Tenant shall, at its expense, remove all property of Tenant and return the Premises to the condition in which it was at the beginning of the Lease Term. Tenant shall, at Tenant’s sole expense, remove from the Premises all trade fixtures peculiar to the operations conducted upon the Premises by Tenant. If the removal of any such trade fixtures causes damage to the Premises, Tenant shall restore the Premises as closely as practicable to the condition they were in at the time of installation of such fixtures by Tenant. In the event Tenant desires to leave any of said trade fixtures on the Premises upon the termination of this Lease, Tenant shall first obtain Landlord’s written permission to leave such trade fixtures.

21. HOLDOVER: If Tenant shall hold possession of the Premises after the expiration or termination of this Lease, Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month at the rent in effect immediately preceding such hold over.

22. COVENANT OF QUIET ENJOYMENT: Landlord covenants that if Tenant is not in default, and so long as Tenant pays the rent and all other charges provide for herein, and performs all of its obligations provided for herein, Tenant shall at all times during the Term hereof peaceably have, hold, and enjoy the Premises, without any interruption or disturbance from Landlord, or anyone claiming through or under Landlord, subject to the terms hereof.