

- guarantor of the Obligations; or
- D. Failure to obtain or maintain the insurance coverages required by Bank, or insurance as is customary and proper for the Property (as herein defined); or
- E. The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Lessee, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
- F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any co-signer, endorser, surety or guarantor, that the prospect of any payment is impaired or that the Property (as herein defined) is impaired; or
- G. Failure to pay or provide proof of payment of any tax, assessment, rent, insurance premium, escrow or escrow deficiency on or before its due date; or
- H. A material adverse change in Lessee's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Property or repayment of the Obligations; or
- I. A transfer of a substantial part of Lessee's money or property.

10. REMEDIES ON DEFAULT UNDER THE LOAN. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of an Event of Default or if there is a default under any terms of the Lease, Bank may, at its option and without notice, enter onto the Property, take possession of the Property and exercise one or more of the following remedies and any other remedy provided by law, the Note or the related loan documents:

- A. remove all or any part of any personal property in which Bank has a security interest;
- B. conduct a sale of any or all of Lessee's interest in and to the Property; and
- C. take possession of the Property and assign, encumber or pledge Lessee's interest and rights under the Lease to any party. Lessor's consent shall not be unreasonably withheld. Upon the exercise of these or any other remedies, Bank may do such remodeling, renovation and repairs to the Property as Bank may deem necessary subject to the terms and conditions of the Lease.

If Bank exercises any such remedy or remedies, Bank shall be obligated to Lessor under the terms of the Lease only for the time Bank is in possession of the Property. Bank shall have no further obligation to Lessor and shall be deemed to be released by Lessor from the terms of the Lease when Bank relinquishes possession of the Property or assigns the Lease. Borrower and Lessee indemnify and hold Bank harmless for and agree to pay any sums or expenses, including but not limited to reasonable attorneys' fees and costs, paid by Bank in exercising any remedy or remedies whatsoever. Any such sums and expenses paid by Bank in undertaking any of these remedies shall be added to the principal indebtedness on the Loan and shall accrue interest at the same rate provided for under the terms of the Note.

Upon relinquishment of Bank's possession of the Property or assignment of the Lease, Bank shall have no obligation to undertake any further remedies whatsoever and has no obligation to Lessee or Lessor to cure any defaults under the Lease, except as specifically and expressly undertaken by Bank.

11. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.

A. As used in this paragraph:

- (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA", 42 U.S.C. 9601 et seq.), all federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a Hazardous Substance (as defined herein).
- (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or the environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

B. Lessee represents, warrants and agrees that:

- (1) Except as previously disclosed and acknowledged in writing to Bank, no Hazardous Substance has been, is or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- (2) Except as previously disclosed and acknowledged in writing to Bank, Lessee has not and shall not cause, contribute to or permit the release of any Hazardous Substance on the Property.
- (3) Lessee shall immediately notify Bank if: (a) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (b) there is a violation of any Environmental Law concerning the Property. In such an event, Lessee shall take all necessary remedial action in accordance with any Environmental Law.
- (4) Except as previously disclosed and acknowledged in writing to Bank, Lessee has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (a) any Hazardous Substance located on, under or about the Property or (b) any violation by Lessee or any tenant of any Environmental Law. Lessee shall immediately notify Bank in writing as soon as Lessee has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Bank has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- (5) Except as previously disclosed and acknowledged in writing to Bank, Lessee and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- (6) Except as previously disclosed and acknowledged in writing to Bank, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well shall be added unless Bank first agrees in writing.
- (7) Lessee will regularly inspect the Property, monitor the activities and operations on the Property, and confirm, that all

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