

Tenant shall deliver to Landlord certificates of insurance or duplicate originals of each such policy required above. The limits of insurance policies required above shall not be construed as limitations on the liability of Tenant. If Tenant fails to comply with the requirements of this Section, Landlord may, but shall not be obligated to, obtain such insurance and keep same in effect, and Tenant shall pay Landlord the premium therefor upon demand. Any insurance procured by Tenant as herein required include Landlord as an additional named insured or loss payee, as appropriate, and the insurance shall be issued by a company having a minimum rating of A+ by Moody or Standard and Poor, licensed to do business in the State of Georgia, and it shall contain endorsements that (a) such insurance may not be cancelled or amended with respect to Landlord without ten (10) days written notice by registered mail to Landlord by the insurance company; (b) Tenant shall be solely responsible for payment of premiums and that Landlord shall not be required to pay any premiums for such insurance; and (c) in the event of payment of any loss covered by such policy, Landlord shall be paid first by the insurance company for its loss. The minimum limits of any insurance coverage required herein shall not limit Tenant's liability to Landlord under this Lease.

10. LIABILITY: Landlord shall not be liable for any damage or injury to any person or property, whether it be the person or property of Tenant, Tenant's employees, agents, guests, invitees, or otherwise, by reason of Tenant's occupancy of the Premises, or because of fire, flood, windstorm, acts of God, or for any other reason. Tenant agrees to indemnify, defend, and hold harmless Landlord from and against any and all loss, damage, claim, demand, liability, or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the occupancy and use of the Premises by Tenant or by reason thereof or in connection therewith, or in any way arising on account of any injury or damage caused to any person or property on or in the Premises, provided however, Tenant shall not indemnify as to the loss or damage due to fault of Landlord. Except with respect to any damages resulting from the gross negligence of Landlord, its agents or employees, Landlord shall not be liable to Tenant, its agents, employees or customers, for any damage, loss, compensation, accident, or claims whatsoever. Tenant shall be solely responsible for all trade fixtures, furnishings, equipment, business assets, inventory and personal property stored, located or used on the Premises. All such property kept, stored or maintained on the Premises shall be at the Tenant's sole risk, and Landlord shall not be liable to Tenant or any other owner of such property for any damage to such property, unless such damage is caused by Landlord's gross negligence or willful misconduct.

11. TENANT'S WARRANTIES: Tenant covenants and agrees:

- (a) to keep the Premises in neat and clean condition, to keep the Premises free and clear of rubbish, and to store all trash and garbage within the Premises and arrange for regular pickup and removal thereof;
- (b) to pay, before delinquent, any and all taxes, assessments, and public charges imposed upon Tenant's business or trade fixtures and other personal property located upon the Premises, and to pay when due all fees of similar nature;
- (c) to keep the Premises sufficiently heated to prevent freezing of water in pipes and fixtures in and about the Premises;