

**14. ABANDONMENT**

In case **TENANT** shall fail to take possession at the commencement of the term, or in case the Premises or any part thereof shall be vacated during the term prior to the expiration of the term of this Lease, **LANDLORD** shall have the right to enter the Premises without instituting any proceeding either by force or otherwise without being liable for damages therefor, and to relet the same, or any part thereof, for the unexpired portion of the term or longer and to collect the rent therefor, and to apply the rents so collected to the payment of rent and all other sums payable to **LANDLORD**. **TENANT** shall in such case remain responsible to **LANDLORD** for any and all deficiency, loss and damage suffered by **LANDLORD**, as provided in Section 19. For the purpose of this Section the Premises shall be deemed to have been vacated when **TENANT** shall have vacated the Premises and been away therefrom for five (5) consecutive days exclusive of holidays, irrespective of whether the keys have been delivered to **LANDLORD** or not.

**15. TENANT’S INSURANCE**

**TENANT** shall, during the term of this Lease, maintain insurance against public liability, including that from personal injury or property damage in or about the Premises resulting from the occupation, use or operation of the Premises insuring both **LANDLORD** and **TENANT**, in amounts of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death to any one person, of not less than Two Million Dollars (\$2,000,000.00) in respect of bodily injury or death to more than one person in one accident, and of not less than One Hundred Thousand Dollars (\$100,000.00) in respect of property damage and workers' compensation insurance if required. All policies of insurance provided for in this Paragraph 15 shall be issued in form acceptable to **LANDLORD** by insurance companies with general policyholder's rating of not less than XI and a financial rating of AAA as rated in the most current available "Best's" Insurance Reports, and qualified to do business in Florida. Each and every such policy: (i) shall be issued in the names of **LANDLORD** and **TENANT** and any other parties in interest from time to time designated in writing by notice from **LANDLORD** to **TENANT** named as a loss payee; (ii) shall be for the mutual and joint benefit and protection of **LANDLORD** and **TENANT** and any such other parties in interest as loss payee's; (iii) shall (or a certificate thereof shall) be delivered of each to **LANDLORD** and any such other parties in interest within ten (10) days before or as soon thereafter as possible delivery of possession of the Premises to **TENANT** and thereafter within thirty (30) days prior to the expiration of each policy, and, as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and to like extent; (iv) shall contain a provision that the insurer will give to **LANDLORD** and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; (v) shall be written as a primary policy which does not contribute to and is not in excess of coverage which **LANDLORD** may carry; and (vi) shall contain a provision that **LANDLORD** and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, his servants, agents and employees by reason of the acts or omissions whether intentional or unintentional, of **TENANT** and/or that of his agents, servants, employees or visitors. Any insurance provided for herein may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that: (a) **LANDLORD** and any other parties in interest from time to time designated by **LANDLORD** to **TENANT** shall be named as an additional insured thereunder as his interest may appear; (b) the coverage afforded **LANDLORD** and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; and (c) the requirements set forth in this Paragraph 15 are otherwise satisfied. **TENANT** agrees to permit **LANDLORD** at all reasonable times to inspect the policies of insurance of **TENANT** with respect to the Premises for which policies or copies thereof are delivered to **LANDLORD**.

**16. DEFAULT; LANDLORD’S REMEDIES**

**A. Events of Default.** The **TENANT** shall be in default under this Lease if any one or more of the following events occurs:

- (i) **TENANT** shall fail to pay any installment of the Base Rent and/or any additional rent called for hereunder as and when the same shall become due and payable, and such default shall continue for a period of five (5) days after the same is due;
- (ii) **TENANT** shall default in the performance of or compliance with any of the other terms or provisions of this Lease, and such default shall continue for a period of ten (10) days after the giving of written notice thereof from **LANDLORD** to **TENANT**, or, in the case of any such default which cannot, with bona fide due diligence, be cured within ten (10) days, **TENANT** shall fail to proceed promptly after the giving of such notice with bona fide due diligence to cure such default and thereafter to prosecute the curing thereof with said due diligence within such period of ten (10) days (it being intended that as to a default not susceptible of being cured with due

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