

11. Indemnity; Insurance.

(A) Tenant shall protect, defend, save harmless and indemnify Landlord and any fee owner of the Shopping Center from and against all losses, claims, liabilities, injuries, expenses (including legal fees), lawsuits and damages of whatever nature either (i) claimed to have been caused by or resulted from any act, omission or negligence of Tenant or its subtenants, concessionaires, employees, contractors and invitees no matter where occurring, or (ii) occurring in the Leased Premises except if caused by Landlord's negligence. Landlord shall not be liable under any circumstances for any injury or any loss or damage to or interference with any merchandise, equipment, fixtures, furniture, furnishings or other personal property or the business operations of Tenant or anyone in the Leased Premises occasioned by (i) the act or omission of persons occupying other premises, or (ii) any defect, latent or otherwise, in any building or the equipment, machinery, utilities, or apparatus, or (iii) any breakage or leakage of the roof, walls, floor, pipes or equipment, or (iv) any backing up, seepage or overflow of water or sewerage, or (v) flood, rain, snowfall or other elements or Acts of God. If Tenant makes shopping carts available, the foregoing indemnity provisions shall apply to claims relating to the shopping carts; and Tenant shall remove all shopping carts from the Common Area, as often as necessary, so that the Common Area shall remain reasonably free of carts. All shopping carts shall be stored inside the Leased Premises.

(B) **Tenant's Insurance.** Tenant shall maintain with financially responsible insurance companies with a Best Rating of not less than A-VIII licensed to do business in the state where the Leased Premises is located: (i) a commercial general liability insurance policy with respect to the Leased Premises and its appurtenances (including signs) naming Landlord as an additional insured with a limit of not less than One Million (\$1,000,000) Dollars; (ii) an umbrella liability insurance policy with a limit of not less than ~~Five Million (\$5,000,000)~~ Three Million (\$3,000,000) Dollars, naming Landlord as an additional insured; (iii) an insurance policy to cover heating and air-conditioning units against damage for one hundred (100%) percent replacement cost; (iv) an all-risk property insurance policy insuring all merchandise, leasehold improvements, furniture, fixtures and other personal property, all at their replacement cost; and (v) business interruption insurance. Tenant shall deliver these insurance policies or certificates thereof, satisfactory to Landlord, issued by the insurance company to Landlord with premiums prepaid on the signing of this

Lease and thereafter at least thirty (30) days prior to each expiring policy. Tenant's failure to deliver the policies or certificates shall constitute a default. All policies of insurance required of Tenant shall have terms of not less than one (1) year, unless such policies are properly renewed by Tenant.