

**11.**  
**TRADE FIXTURES**

Tenant will remove all of Tenant's personal property and Tenant's trade fixtures from the Premises on or before the expiration or termination time and date of this Agreement. Tenant shall repair all damage to the Premises resulting from the removal of Tenant's personal property and Tenant's trade fixtures. Tenant agrees that all of Tenant's personal property and trade fixtures in or on the Premises are located there at Tenant's risk and Landlord shall not be liable for any damage thereto or loss thereof.

**12.**  
**INSPECTION**

For the purpose of inspecting the Premises and facilities, Tenant shall permit Landlord, upon reasonable prior notice, to enter in and on the Premises and within the facilities during either Landlord's regular business hours or Tenant's regular business hours. No inspection, review, or approval of plans or Premises of Tenant by Landlord shall be deemed to be for Tenant's benefit or the Institution's benefit. Any such inspection, review, approval, or other act by Landlord shall be deemed for the Landlord's own benefit and purposes only.

**13.**  
**INSURANCE**

13.1 Third Party Liability: The Tenant shall be responsible to the extent and coverage of the Georgia Tort Claims Act, O.C.G.A. 50-21-20 *et seq* from the time of the signing of this agreement or from the Effective Date, whichever shall be later, for third party liability of any kind resulting from its use, occupancy, or any construction work undertaken by Tenant or on Tenant's behalf. . Landlord shall be responsible for providing insurance covering third party liability resulting from the acts or omissions of its officers and employees, and any landowner liability not due to the acts or omissions of Tenant or Tenant's officers, employees, invitees or persons covered by the Tort Claims Act. It is expressly agreed and understood that under no circumstances shall either party be liable to the other for consequential, or exemplary damages to the extent allowed by law.

13.2 Fire and Hazard Insurance: Tenant shall be responsible for obtaining insurance (including self-insurance) through commercial insurance or state cooperative insuring programs for its personal property and trade fixtures on the Premises. Landlord shall maintain a fire and all risks hazard insurance coverage upon the improvements on the Premises (other than Tenant's trade fixtures), such insurance to be in an amount not less than the full replacement cost of such improvements, exclusive of excavations and foundations. In the event of any damage or loss, Tenant shall notify Landlord immediately.

**14.**  
**DEFAULT BY TENANT**

If Tenant defaults in the performance or observance of any provision of this Agreement which is required to be kept by Tenant, notwithstanding whether such event of default be monetary or nonmonetary in nature, and remains in default for thirty (30) calendar days after the date of service of notice of such default by Landlord; Landlord may, but only during continuance of such default, proceed to terminate the Agreement and Tenant's rights thereunder.