

notice to Landlord before such policy may be cancelled or changed to reduce the insurance coverage provided hereby.

8. HAZARDOUS SUBSTANCES.

A. To the extent permitted by Florida law, Tenant hereby agrees to indemnify Landlord and hold landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid incurred or suffered by, or asserted against, landlord by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence, escape, seepage, leakage, spillage, discharge, emission, discharging or release, from, on or under the Premises, of any hazardous Substance (as defined below) including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under The Clean Water Act, The Clean Air Act, The Toxic Substances Control Act, The Comprehensive Environmental Response Compensation and Liability Act of 1980, any federal, state or local "Superfund" or "Superlien" laws, statute, ordinance, code, rule, regulation, order or decree regulating (with respect to or imposing liability, including strict liability) substances or standards of conduct concerning any Hazardous Substance, due to Tenant's act or omission or the act or omission of Tenant's employees, agents, officers, guests, customers, vendors, suppliers, trespassers and/or invitees.

B. For purposes of this Lease, "Hazardous Substances" shall be defined as and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereinafter in effect.

9. DAMAGE TO PREMISES.

A. If the Premises are damaged by wind, fire, storm, explosion, vandalism or any other cause, such that the time of restoration, as reasonably estimated by Landlord, equals or exceeds ninety (90) days, then Landlord or Tenant may, no later than ten (10) days following the damage, give the other party notice of election to terminate this Lease. In the event of this election, this Lease shall terminate on the tenth (10th) day after the giving of notice, and Tenant shall surrender possession of the Premises within such time. In the event that neither party gives notice of termination, then in that event, Landlord shall restore the Premises with reasonable promptness, using all available insurance resources, subject to delays in the making of insurance adjustments by Landlord. Landlord shall not be required to restore or replace Tenant's fixtures, improvements, signs, assets and property.

B. If the time of restoration as reasonably estimated by landlord amounts to less than ninety (90) days, this Lease shall not be terminated, and Landlord shall restore the Premises with reasonable promptness, subject to delays in the making of insurance adjustments by