

Landlord. Landlord shall not be required to restore or replace Tenant's fixtures, improvements, signs, assets and property.

C. In any case in which use of the Premises is affected by any damage to the Premises, there shall be either an abatement or an equitable reduction in Rent depending on the period for which and the extent to which the Premises are not reasonably usable for the purposes for which they are leased. If the damage results from Tenant's fault or negligence or by Tenant's employees, agents or by persons under Tenant's control or on the Premises at Tenant's invitation, Tenant shall not be entitled to any abatement or reduction of Rent, except to the extent that Landlord receives the proceeds of Tenant's loss of use insurance in lieu of Rent.

**10. DEFAULT AND REMEDIES:** Landlord and Tenant mutually agree as follows:

A. If Tenant fails to pay any installment of Rent or penalty for late payment thereof or tax thereon or any part thereof or any other cost, expense, charge or payment provided for in this Lease, within five (5) days of written notice, then Landlord shall have the following cumulative, nonexclusive remedies in addition to any other remedies available at equity or under the laws of the State of Florida:

(i) With or without terminating the Lease, Landlord may, without further notice or demand, re-enter and take possession of the Premises. If Landlord relets the Premises for a lesser term or upon less favorable of provisions than are contained in this Lease, Tenant shall be responsible for the amount of such loss to the Landlord.

(ii) With or without terminating the Lease, Landlord may, without further notice or demand, re-enter and take possession of the Premises, levy and distrain for such Rent, together with all costs and attorneys' fees, upon the furniture, fixtures, equipment, property, assets, inventory, supplies, goods and chattels in and about the Premises.

(iii) With or without terminating the Lease, Landlord may demand the remainder of the Rent for the entire balance of the Term and may exercise any other remedies herein provided to enforce the collection thereof. Landlord shall give Tenant written notice of exercise of this provision and Tenant shall have a ten (10) day period in which to pay said entire unpaid Rental.

(iv) With or without terminating this Lease, Landlord may immediately or at any time thereafter retain for its own account Tenant's Security Deposit as full or partial liquidated damages.

B. If Landlord or Tenant shall breach or fail to perform any of the other provisions, covenants, repairs or maintenance as set forth in this Lease and such violation shall not be corrected or remedied within ten (10) days after written notice to the other Party, this Lease shall have the same remedies as set forth under Section 10(A), et sequitur, above.

C. If Tenant shall abandon or vacate any substantial portion of the Premises, whether or not Tenant is in default of the Rental payments due under this Lease, Landlord shall have the same remedies as set forth under Section 10(A), et sequitur, above.

D. If there occurs the filing by or on behalf of Tenant of a petition or other filing seeking to take advantage of any bankruptcy or other insolvency law; or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant; or shall make an assignment