

acceptable to Landlord and all such policies shall include Landlord as one of the insureds.

11.02 All proceeds of such insurance in case of loss or damage shall be used toward the full compliance with the obligation of Landlord assumed under Paragraph 10.01 hereof to the extent that such proceeds are required for such purpose and any balance of such proceeds shall be released to Tenant. Failure of Landlord to comply in any respect with such obligations shall constitute an immediate assignment of and entitle Tenant to any and all insurance proceeds payable to or received by Landlord as a result of such loss or damage.

11.03 Tenant shall at all times during the primary term of this lease and any renewal period maintain in full force and effect upon the Demised Premises, and all improvements thereon, Owners', Landlords', and Tenants' liability insurance with a responsible insurance company licensed to do business in South Carolina, protecting the Landlord and the Tenant against any and all claims and liability to amounts of not less than \$50,000.00 for property damage and \$100,000.00/\$300,000.00 for personal injury.

ARTICLE 12. PROPERTY AT RISK OF TENANT

12.01 The Demised Premises and all improvements of every kind which may be on said Demised Premises during the term hereof shall be at the sole risk of the Tenant or those claiming under the Tenant, and the Landlord shall not be liable to the Tenant or any other person whatsoever for any injury, loss, or damages to any person or property, in or upon the Demised Premises (unless due to the Landlord's sole negligence or fault at a time when said Demised Premises are under the exclusive direction and control of the Landlord), and the Tenant hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage, and to defend and save the Landlord harmless therefrom.

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