

any such claim for insurance or damage (except those suits resulting from the Lessor's unlawful or negligent acts).

(b) Lessee covenants and agrees to carry fire and extended coverage insurance on all improvements on the demised premises insuring the Lessor and Lessee as their interests may appear against hazards customarily insured against by fire and extended coverage type of insurance as now contained in policies in effect in the State of South Carolina, in an amount equal to not less than eighty percent (80%) of the insurable value of the permanent improvements constructed thereon, and to pay the premium or premiums on said insurance at the expense of the Lessee when due.

13. Loss by Fire or Other Casualty. In the event that the improvements on the demised premises are partially destroyed by fire or other casualty, the proceeds of such policy shall be used to restore said premises to their condition prior to said loss and the rental due and payable under the terms of this lease shall be abated in proportion that the portion of the improvements rendered untenable by said fire or other casualty bears to the whole of the improvements. In the event the permanent improvements should be totally destroyed by fire or other casualty, the rent shall be abated in its entirety and the entire proceeds of such policy shall be used to restore said premises to their condition prior to said loss without unnecessary delay after which said rent shall again accrue. Any additional costs which may be necessary to restore said premises in the event of a total loss shall be borne by the Lessee; provided, that in the event any damage to or destruction of the premises cannot reasonably be repaired within ninety (90) days, Lessee shall have the option of terminating this lease, whereupon all rents herein provided shall abate. Any insurance policy required under the terms of this paragraph shall contain a loss payable endorsement to the Lessor, Lessee and any mortgagee as their interests may appear. A copy of such policy or policies certified by the agent as in full force and effect shall be delivered to the Lessor by the Lessee.

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