

trustee for the insurance funds under this lease, provided the Tenant shall not be in default hereunder.

It is understood and agreed that the maintenance of said building, repairing, rebuilding or replacement by the Tenant shall amount to a sum equal to the proceeds of all insurance policies paid to the trustee hereunder, less the commission or charge payable said trustee for acting as trustee of the insurance funds provided in the terms of this lease. If during said repairing, rebuilding or replacement any mechanics' liens or other liens or encumbrances shall be filed against the premises or against the Landlord by reason thereof, the recipient of such insurance moneys shall have the duty to withhold therefrom an amount equivalent to the aggregate amount of all such liens or encumbrances so filed until such liens or encumbrances shall be fully satisfied and cancelled of record.

Landlord shall in no event be called upon to repair, replace or rebuild any of said buildings or improvements or to pay any of the expenses thereof beyond or in excess of the proceeds of said insurance as shall have been paid under said existing policies, and if said sum shall not be sufficient to pay the cost of such repairs, replacement or rebuilding, the Tenant shall pay the difference between the actual cost thereof and the insurance money paid, it being the intention of this agreement that the Tenant shall repair, restore or rebuild the same without cost or expense to the Landlord. In the event that there shall be a balance of such insurance moneys at the completion of said repairs or said work of rebuilding, when the same has been completely repaired and restored, the building and premises shall be free and clear of all liens or encumbrances or charges of any kind, and the Tenant shall not otherwise be in default hereunder, the Trustee shall pay the balance over to the Tenant.

In the event the building is so damaged by fire or other casualty as to require the rebuilding thereof, before proceeding with the construction of said new building, Tenant shall deliver to Luther B. Davenport and Ellen Higgins Davenports, Landlords, three complete sets of plans and specifications for said new building and