

Lessor will join in any reasonable contest or protest provided for in the above subparagraph at the request of Lessee, but at Lessee's sole cost and expense; however, Lessor, as a condition of such joinder, may require Lessee to furnish reasonable indemnity against costs, expenses or other damages which are or may be incurred or sustained by Lessor by reason thereof. Lessee shall pay the amount that shall be finally assessed or imposed against the demised premises or buildings or improvements thereon, or any part thereof. Upon such determination and payment, Lessor shall return Lessee's deposit without interest, or release its bond, provided proper evidence of settlement is submitted.

## INSURANCE

13. (a) During the term of this lease and any extended term Lessee shall, at its own cost and expense, keep the insurable parts of the premises and buildings thereon insured against loss or damage by fire and all standard extended coverage in such Alabama-qualified companies as Lessee may select. Such insurance policies shall be maintained at not less than eighty per cent (80%) of the full insurable value of the buildings and improvements on the demised premises or at such higher value as may from time to time be required by Lessee's insurer (or insurers).

The policies for such insurance shall be made and taken in the name of Lessee and shall be endorsed with a loss payable clause to Lessor and to any mortgagee under a mortgage if specifically authorized hereunder of the demised premises and buildings, as their respective interests may appear.

If the buildings on the said premises shall be damaged by fire or by extended coverage perils, it shall be repaired by Lessee; however, the proceeds of any insurance payable on account of such loss or damage shall be used and applied to such repairs, subject to the approval of any mortgagee holding a mortgage against said premises expressly authorized and executed under the provisions hereof.

(b) Lessee shall during the term of this lease and any extended term provide and keep in force public liability insurance in limits, as to personal injury, of not less than \$300,000 for injury to any one person, and not less than \$500,000 for injuries to more than one person in any one accident, and \$100,000 as to property damage, which policy or policies shall be endorsed to cover the contractual liabilities assumed by Lessee under this lease in respect to injuries to or death of persons and damage to or destruction of property.

(c) Lessee will furnish to Lessor certificates or memoranda policies showing compliance with the insurance requirements described in subparagraphs (a) and (b) of this paragraph.

(d) Lessee shall, at least ten (10) days prior to the expiration of any such insurance policy or policies, deliver to Lessor a binder renewing each such policy, which binder shall provide that at least ten (10) days' written notice of any change therein or cancellation thereof shall be given Lessor. All such policies shall provide for such notice.