value of said building at the time of said termination, or (b) said building shall have become damaged beyond the extent of normal wear and tear, the Lessee shall pay to the Lessor the amount of said damage; provided, however, that if at the time of the termination of this lease as provided in this paragraph, the Lessee shall have constructed upon the leased premises a building or part thereof which at the time of said termination shall be at least equal in value to the then depreciated value of said two family residential building, there shall be no obligation upon the Lessee to reimburse the Lessor for destruction of or damage to said two family residential building.

For the purposes of this Paragraph 24, the present agreed value of said two family residential building is Nine Thousand (\$9,000.00) Dollars and its agreed life is fifteen (15) years from the date hereof.

The Lessee hereby agrees that, so long as it has the right to terminate this lease pursuant to the provisions of Paragraph 12 as modified by Paragraphs 22, 23 and 24 hereof, it will keep said building in reasonable repair and will insure said building (in the names of the Lessor and the Lessee as their interests may appear) against damage or destruction by fire or other casualty now included within the insurance coverage known as "extended coverage" in the amount of not less than Nine Thousand (\$9,000.00) Dollars. In the event of loss, the Lessee shall have the right to settle and compromise any and all claims under said insurance and to do any and all things necessary for the adjustment and collection thereof (including the execution of releases in the Lessor's name), except that the Lessee shall not have the right to endorse in the name of the Lessor any checks issued by any insuring company in payment of said claims.

In the event of loss any and all amounts payable under

KHY