

paid, shall pay over to the Tenant in installments from time to time as the work of such repairs, rebuilding or replacement progresses, on architects' certificates showing completion of and payment for such work, but solely for that purpose, any such payments as shall have been paid as a result of such insurance policies in effect at the time of such damage or destruction, less the commission or charge up to but not exceeding \$500.00 made by such trustee for acting as trustee for the insurance funds under this lease, provided the Tenant shall not be in default hereunder.

It is understood and agreed that the minimum cost of such 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 made by said trustee for acting as trustee of the insurance funds pursuant to the terms of this lease. If during said repairing, rebuilding and 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 right to withhold therefrom an amount equivalent to the aggregate total 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 such insurance as shall have been paid under said existing policies, and if said sum shall not be sufficient to pay the costs of such repairs, replacement or rebuilding, the Tenant shall pay the difference between the actual cost thereof and the insurance moneys 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 of said work of rebuilding, when the same has been completely repaired and restored and 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.