

is carried on in proportion to the then value of such improvements and of any other improvements that may be erected thereon. Such policy or policies of insurance shall contain a clause making the loss thereunder, if any, payable to landlord and tenant jointly so that both parties are in a position to see that same are used for restoration of the improvements damaged or destroyed. Duplicate originals of such policies shall be furnished by landlord to tenant.

In case the landlord shall at any time fail, refuse or neglect to carry the insurance herein provided for or to furnish tenant with duplicate originals thereof, the tenant may procure or renew such insurance, but shall be under no obligation so to do, and charge any premium or premiums paid against the landlord and such premium or premiums together with interest thereon from the date of payment thereof by tenant shall be immediately repaid to tenant by landlord and upon landlord's failure to repay same, same may be deducted by tenant from any rent thereafter payable to the landlord under the terms of this lease until same is repaid to tenant in full.

The landlord shall duly perform all of the conditions and provisions of said policies of insurance upon its part to be performed so far as the same are in its power and control, and in default thereof, if such default shall continue for ten days, the tenant may, as the agent or attorney-in fact of the landlord and in its name, place and stead, perform such conditions and provisions and the landlord hereby nominates, constitutes and appoints tenant its proper and legal representative or attorney-in-fact for such purpose.

The landlord shall take all lawful means for the collection of such insurance monies as may be due in the event of loss from the insurers. The tenant covenants that it will, at the landlord's request, sign all proofs of loss or other papers necessary and proper in the premises and in the event of the failure of the landlord to so proceed in the matter of the collection of such insurance monies, the tenant may do so as the attorney-in-fact of and at the expense of the landlord. In the event of loss or damage by fire the full amount of such loss or damage up to the total or aggregate amount of insurance shall be demanded and collected unless otherwise mutually agreed to in writing by the landlord and tenant, and the landlord shall have no power to accept any compromise settlement less than the amount of such loss or damage except upon the written consent of the tenant.

In the event of the total or partial loss or destruction of or injury to any of the improvements existing upon the demised premises at any time during the term of this lease by fire, tornado, flood, storm, hurricane, explosion, or any other casualty, landlord agrees as soon as reasonably possible to restore, rebuild, repair and/or reconstruct same with reasonable speed, using the ideas, and designs, plans and specifications to be furnished therefor by tenant; and landlord agrees in such restoration, construction or reconstruction, to comply with all building laws and regulations applicable to such restoration or construction or reconstruction.

The cost of such repairs and restoration shall be paid out of the proceeds of the policies of insurance, if any applicable thereto, in the manner herein set forth, to the extent of such proceeds and in case the proceeds of such policies are insufficient for that purpose or there shall be no insurance covering such loss or damage, then the cost or the deficiency shall be assumed and paid by landlord who shall, as soon as reasonably possible, commence and complete the work of restoration or rebuilding.

For work or labor performed or material furnished for any such reconstruction, repairing or rebuilding, landlord shall at all times keep the demised premises and the improvements free from all mechanics or other liens arising out of such restoration, repairs or rebuilding, provided, however ^{never} landlord shall have the right to contest any such mechanics or other liens by appropriate legal proceedings, provided as a condition precedent to contesting same, landlord shall deliver to tenant the bond of a recognized surety company or other security satisfactory to tenant securing tenant against any loss or damage arising from any such mechanics or other liens, and landlord further hereby agrees to indemnify tenant against any loss or damage arising therefrom.

Upon the completion of such repairs, restoration or rebuilding, the improvements on said lease premises then being free from mechanics or other liens or claims therefor, or the tenant being protected against any such liens or claims by a good and sufficient surety bond satisfactory to tenant, the balance of the insurance monies shall be forthwith paid over to the landlord to retain as its own.

In the event that landlord shall fail, neglect or refuse to proceed with such work of repair restoration or rebuilding with reasonable speed and dispatch, tenant may at its option, but shall be under no obligation so to do, proceed with such work of repair, restoration or rebuilding and landlord hereby assigns to tenant any and all claims landlord might have under any policies of insurance applicable to such loss or destruction and to the proceeds thereof but landlord shall be liable for the cost of such repairs, restoration or rebuilding incurred by tenant if there be no insurance covering such loss or injury and/or for the amount thereof in excess of the proceeds, if any, of such insurance and same shall be payable to tenant by landlord on demand, and tenant may proceed to collect same from landlord by suit and/or deduct the same from any rent thereafter payable to landlord by tenant under the terms of this