

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 lien 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 or 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.

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, the Tenant shall deliver to Mark W. Cauble, one of the Landlords, two complete sets of plans and specifications for said new building and shall obtain the written approval of the said Mark W. Cauble thereto, which said Mark W. Cauble agrees that he will not unreasonably withhold. If the said Mark W. Cauble shall unreasonably withhold his approval of said plans and specifications for a period of twenty (20) days or shall fail to disapprove said plans and specifications within said period of twenty (20) days, then said plans and specifications shall be deemed to have been approved, in writing, by all of the Landlords. Said new building shall be constructed and completed by the Tenant with due diligence, but in any event within eight (8) months from the date of said destruction, unless prevented by war, strikes or other causes beyond the control of the Tenant.