

In case landlord shall at any time fail, refuse or neglect to carry the insurance herein provided for or to furnish tenant with certificates therefor 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 if landlord fails to repay same, same may be deducted by tenant from any and all rents thereafter payable to landlord under the terms of this lease until same is fully repaid to tenant.

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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, windstorm, tornado, storm, hurricane, explosion or any other casualty landlord agrees as soon as reasonably possible to restore, rebuild, repair and/or re-construct same with reasonable speed using the same ideas, designs and specifications as were in effect in such premises at the time of such destruction or at the request of tenant, landlord shall erect a different building using the plans and specifications therefor furnished by tenant provided, however, that the cost of such different building shall not exceed the cost of restoring the premises using the same ideas, designs and specifications as were in effect at the time of such destruction and landlord agrees in such restoration, construction and re-construction to comply with all building laws applicable to such restoration or construction or reconstruction.