

premises is completely destroyed or so damaged by fire or other casualty covered by insurance as to render it unfit for use as a savings and loan office, and repair or restoration is not economically feasible, the Lessee may terminate this Lease on notice of at least 10 days. Such notice shall be given within 90 days after the date of such damage or destruction. If the Lease shall so terminate, all rent shall be apportioned to the date of termination and all insurance proceeds shall belong to the Lessor. If the Lessee and the Lessor do not agree on the economic feasibility of repairing or restoring the leased premises, such question shall be arbitrated as hereinafter provided.

- (c) If the Lease is not so terminated and the proceeds of insurance are insufficient to pay the full costs of repair or restoration, the Lessee shall pay the deficiency. If the insurance proceeds exceed such costs, the excess shall be retained by or paid to the Lessee.
- (d) Any disbursement of insurance proceeds by a holder of a mortgage shall be deemed to have been made by the Lessor. If any holder of a mortgage shall refuse to disburse any portion of insurance proceeds to which the Lessee is entitled, the Lessor shall provide an equivalent sum from other sources.
- (e) Except as provided in subparagraph (b) of this paragraph, if the leased premises or any part thereof or the furniture, furnishings and fixtures therein shall be destroyed or damaged, such fact shall not affect the provisions of this Lease, any law, rule, or regulation to the contrary notwithstanding, and the Lessee's obligations under this Lease, including the payment of rent and other charges, shall continue without abatement of any kind.

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