its failure to restore or replace the same or erect another structure or structures in substitution therefor.

It is understood and agreed that the failure of the Lessee to restore or replace any buildings or structures or to construct a substitution or substitutions therefor as provided in this Paragraph 11 shall not constitute a default in its performance of its covenants hereunder if such failure is caused by inability with reasonable efforts to obtain necessary materials or labor, regulations of any governmental authority, war or other emergency, acts of God or other cause not within the reasonable control of the Lessee.

Subject to the foregoing obligations contained in this Paragraph 11, the Lessee shall have the right at any time to remove or destroy any buildings or structures, or parts or replacements thereof, hereafter erected upon the leased premises, or any part thereof, and after said removal or destruction the materials in said buildings or structures so removed or destroyed shall be the property of the Lessee. Prior to the removal or destruction by the Lessee of any such buildings or structures, or parts or replacements thereof, however, the Lessee shall enter into a satisfactory indemnity bond with the Lessor in an amount equal to the fair value of that part of the buildings or structures upon the leased premises, or part thereof, so removed or destroyed at the time of such removal or destruction to guarantee the replacement of said parts of said buildings or structures, or the construction of a structure or structures in substitution therefor as provided in this Paragraph 11, which bond shall remain effective until the completion of such replacement or substitution as herein provided.

12. <u>INSURANCE</u>: The Lessee shall at all times during the term of this lease insure and keep insured any and all buildings or structures, or parts thereof, hereafter erected by the

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