

nate this lease under the provisions of this Paragraph 11 if the Lessee erects upon the leased premises, or part thereof, a part of said store or other building of substantial construction adapted to commercial and allied purposes.

In the event that the Lessee does construct a part of said building or other structures upon the leased premises, or part thereof, as herein provided, the Lessee agrees that, subject to its rights of removal as hereinafter expressed in this Paragraph 11, it will properly maintain the same for the term hereof, and in the event of the removal or destruction of the part of said building or other structures on the leased premises by the Lessee or by casualty against which the Lessee is required to insure said building or other structures, it will with reasonable promptness replace the same; provided, however, that if said part of said building or other structures are so removed or destroyed the Lessee may instead of replacing the same erect upon the leased premises, or part thereof, in substitution for the same another structure or structures having a construction cost equal to the fair value of said part of said building or the part of said other structures situated upon the leased premises and so removed or destroyed at the time of such removal or destruction; provided further that if said part of said building or other structures are substantially destroyed by fire or other casualty on or after January 1, 2042, the Lessee shall not be required to restore or replace the same or to erect another structure or structures in substitution therefor, and shall not be liable for damages or otherwise in any way to the Lessor for 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

J.B. P 12
R.H.P.