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set forth in Section 1.03(z) hereof, to the replacement of the parking spaces lost by such taking with double deck parking facilities at a location acceptable to all the Department Stores and the Developer or toward the acquisition of contiguous land which is suitable, in the judgment of the Department Stores and the Developer, for parking purposes. Notwithstanding anything contained herein to the contrary, neither the Developer nor the Department Stores shall be obligated to replace any parking spaces in excess of the number which can be provided with the proceeds of such award. In the event that the Developer and the Department Stores, on or before one hundred and twenty (120) days after the date of the election by any of them to proceed under the provisions of Section 5.03(b) hereof, fail or are unable to agree on an acceptable location for double deck parking facilities or suitable land contiguous to the Entire Premises for additional parking, then, the Developer or the Department Store electing to proceed under the provisions of Section 5.03(b) may, on or before thirty (30) days after the date of such failure or inability to agree, elect to exclude its Site from the operation and effect of this Agreement.

In the event of a taking of all or any part of the Site of any party hereto and regardless of whether or not this Agreement is terminated or the Site of any party is excluded from the operation and effect hereof, the owner of the fee or leasehold interest in the Site which is the subject of such taking shall, except as hereinafter provided, be solely entitled, as among the parties hereto, to any award resulting from such taking. Any other party hereto shall have no rights with respect to any award for any property interest, tangible or intangible, in the Site which is subject to such taking and each party hereby waives any and all rights, as among the parties hereto, with respect to any award resulting from the taking of the Site of any other

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