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substantially destroyed during the last two (2) years of the operating covenant of Sears which is set forth in Article V of the Supplemental Operating Agreement between the Developer and Sears. In the event the Sears Facilities shall be damaged or destroyed under circumstances whereunder Sears is not required to rebuild and does not elect to rebuild, then Sears may elect to exclude the Sears Site from the operation and effect of this Agreement and terminate the Supplemental Operating Agreement between the Developer and Sears. The exclusion of the Sears Site from the operation and effect of this Agreement and the termination by Sears of the Supplemental Operating Agreement between the Developer and Sears shall be evidenced by notice given to the Developer and the other Department Stores on or before ninety (90) days after the date of such damage or destruction and shall automatically take effect on the sixtieth (60th) day following the date on which said notice is given. In the event (i) the Sears Site is excluded from the operation and effect of this Agreement and the Supplemental Operating Agreement between the Developer and Sears is terminated, or (ii) the Facilities identified under Section 1.03(kk) hereof are not rebuilt, Sears shall clear the ruins and leave its Site in a clean, orderly and sightly condition.

In the event the Federated Facilities (other than those improvements identified in Section 1.03(j)(ii) hereof) shall be damaged or destroyed by a casualty required to be insured against under the Supplemental Operating Agreement between the Developer and Federated, Federated shall, at its own expense, promptly repair or rebuild its Facilities damaged or destroyed to a complete architectural and structural unit substantially similar in design, character and quality to the building which existed prior to such damage or destruction; provided, however, that Federated shall not be required (i) to restore any building beyond the size initially required