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agents or employees. The insurance policies of each of the above identified parties shall evidence the waiver of subrogation required hereunder.

Section 6.06. Joint Policy of Public Liability Insurance.

The insurance required to be maintained under the provisions of Section 6.02 hereof, at the election of the Developer and any one or more of the Department Stores, may, to the extent that it relates to the Common Facilities, be effected under a joint policy issued by an insurer of recognized responsibility under the terms of which any party which elects to satisfy its obligation to maintain the insurance required under Section 6.02 hereof under a joint policy shall be an insured party. In the event a joint policy is elected pursuant to this Section 6.06, the Developer agrees to obtain and keep in force such insurance. The premium for such insurance shall be (i) allocated among the parties making such election in the proportion which the number of square feet of the Common Facilities on the Site of each bears to the total square feet of the Common Facilities on the Sites of the electing parties, provided, however, that in the event a premium, in addition to the regular premium, is required to be paid by reason of the escalators located in the Mall, the Developer shall pay such additional premium, and (ii) paid to the Developer within thirty (30) days following receipt of notice from the Developer requesting payment therefor. The insurance coverage under such joint policy shall comply with the requirements of Section 6.02 hereof. The original of such policy shall be held by the Developer. A duplicate original of the policy or any renewal policy or a certificate of such policy shall, upon request, be delivered promptly after such request to each Department Store electing to use a joint policy pursuant to this Section 6.06. Any party shall have the right to cancel or terminate its participation in said joint policy by giving the parties

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