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Store or the Developer, as the case may be, as set forth in the Supplemental Operating Agreement between the Developer and such Department Stores, (iii) the date on which such party shall vacate possession of its Site as owner or lessee in possession. Notwithstanding the foregoing, in the event the Developer shall convey the Developer Site to a grantee who shall have delivered to each of the Department Stores a written instrument, in recordable form, whereunder such grantee agrees to assume the obligations of the Developer hereunder and under the General Expense Agreements and the Supplemental Operating Agreements with each of the Department Stores, the Developer shall be released from all further obligations hereunder, under the General Expense Agreements and the Supplemental Operating Agreements with each of the Department Stores thereafter accruing.

Without in any way affecting the obligations of any Department Store under this Agreement and the Supplemental Operating Agreement and the General Expense Agreement between the Developer and such Department Store, any Department Store may lease or sell its Site to any parent company who owns all of the outstanding shares of such Department Store or to any subsidiary corporation of such parent company or to any corporation which may succeed to the business of such Department Store or such parent company in the state in which the Entire Premises is situated or to any corporation which may, as the result of reorganization, merger, consolidation or sale of stock or assets, succeed to such business; provided, however, that notwithstanding the foregoing, in the event of a sale or lease of its Site to such parent company or other corporation, said Department Store shall be released from all future obligations under this Agreement if such sale or lease is to a corporation which acquires all or substantially all of the assets of such Department Store, and which, by written instrument in recordable form, expressly