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party; provided, however, that notwithstanding the foregoing, any other party shall have the right to proceed against and recover from the condemning authority any and all consequential damages to such party resulting from such taking. Notwithstanding the foregoing, in the event of a taking of all or any portion of the Easement Premises prior to the termination of the easement of the Developer in the Easement Premises, the Developer shall be entitled to any award attributable to the value of the improvements located thereon and Federated shall be entitled to any award attributable to the value of its leasehold interest in the Easement Premises.

Any award payable to the Developer in excess of One Hundred Thousand and No/100 (\$100,000.00) shall be paid to a bank or trust company satisfactory to the parties hereto to be held in trust and disbursed to the Developer and applied for the purposes set forth under this Section 5.03. Any restoration performed in connection with any taking contemplated under this Section 5.03 shall be commenced promptly after the election to restore by the party affected thereby, and shall be prosecuted with diligence to completion.

Section 5.04. Damage or Destruction. In the event the Penney Facilities shall be damaged or destroyed by a casualty required to be insured against under the Supplemental Operating Agreement between the Developer and Penney, Penney 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 Penney shall not be required to restore any building beyond the size initially required under Section 1.03(bb) hereof or be required to rebuild its Facilities which are totally or substantially destroyed during or after the last two (2)

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