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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 the Developer shall not be required to restore any building beyond the size initially required under Section 1.03(f) hereof or be required to rebuild its Facilities which are totally or substantially destroyed during or after the last two (2) years of the operating covenant of the Developer set forth in the Supplemental Operating Agreement between the Developer and each of the Department Stores except that in the event that any two (2) of the Department Stores agree to extend their respective operating covenants such that the remaining term thereof shall be at least ten (10) years after the date of completion of such repair and rebuilding, the Developer agrees to rebuild the Developer Facilities in accordance with the terms hereof. In the event the Developer Facilities shall be damaged or destroyed under circumstances whereunder the Developer is not required to rebuild and does not elect to rebuild, then each Department Store or the Developer may elect to terminate the Supplemental Operating Agreement between such Department Store and the Developer, and the Developer and/or any of the Department Stores may elect to exclude its Site from the operation and effect of this Agreement. The termination of any Supplemental Operating Agreement by such Department Store or the Developer and, the exclusion of any parties Site from the operation and effect of this Agreement shall be evidenced by notice given to all of the parties hereto 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 any Supplemental Operating Agreement is terminated, the Developer Site is excluded from the operation and effect of this

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