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years of the operating covenant of Penney which is set forth in Article VI of the Supplemental Operating Agreement between the Developer and Penney. In the event the Penney Facilities shall be damaged or destroyed under circumstances whereunder Penney is not required to rebuild and does not elect to rebuild, then Penney may elect to exclude the Penney Site from the operation and effect of this Agreement and terminate the Supplemental Operating Agreement between the Developer and Penney. The exclusion of the Penney Site from the operation and effect of this Agreement and the termination by Penney of the Supplemental Operating Agreement between the Developer and Penney 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 the (i) Penney Site is excluded from the operation and effect of this Agreement and the Supplemental Operating Agreement between the Developer and Penney is terminated, or (ii) the Facilities identified under Section 1.03(bb) hereof, are not rebuilt, Penney shall clear the ruins and leave its Site in a clean, orderly and sightly condition.

In the event the Sears Facilities shall be damaged or destroyed by a casualty required to be insured against under the Supplemental Operating Agreement between the Developer and Sears, Sears 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 Sears shall not be required to restore any building beyond the size initially required under Section 1.03(kk) hereof or be required to rebuild its Facilities which are totally or