

6/14/78

VOL 1087 PAGE 615

under Section 1.03(j) hereof or (ii) to rebuild its Facilities which are totally or substantially destroyed during or after the last two (2) years of the operating covenant of Federated which is set forth in Article VI of the Supplemental Operating Agreement between the Developer and Federated or (iii) to rebuild its detached accessory building at any time. In the event the Federated Facilities (other than those improvements identified under Section 1.03(j)(ii) hereof) shall be damaged or destroyed under circumstances whereunder Federated is not required to rebuild and does not elect to rebuild, then Federated may elect to exclude the Federated Site from the operation and effect of this Agreement and terminate the Supplemental Operating Agreement between the Developer and Federated. The exclusion of the Federated Site by Federated from the operation and effect of this Agreement and the termination by Federated of the Supplemental Operating Agreement between the Developer and Federated 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 (i) the Federated Site is excluded from the operation and effect of this Agreement and the Supplemental Operating Agreement between the Developer and Federated is terminated, or (ii) the improvements identified under Section 1.03(j)(i) hereof are not rebuilt, Federated shall clear the ruins and leave its Site, or portion thereof, in a clean, orderly and sightly condition.

In the event the Developer Facilities shall be damaged or destroyed by a casualty required to be insured against under the Supplemental Operating Agreements between the Developer and each of the Department Stores, the Developer shall, at its own expense, promptly repair or rebuild its