

6/14/78

VOL 1087 PAGE 636

costs which have otherwise been reimbursed to the Developer,
(bb) the amounts paid by the Department Stores to the Developer in consideration for the transfer of their Sites and
(cc) the outstanding unpaid principal balance and accrued interest under any construction loan secured by a mortgage on the Developer Site which is assumed by the parties exercising this option;

(b) a specification of all leases and occupancy agreements theretofore entered into by the Developer relating to the Developer Site;

(c) a specification of all contracts and agreements which the Developer shall have theretofore entered into in connection with the development and improvement of the Shopping Center;

(d) a copy of all commitments which the Developer shall have obtained and accepted in connection with the financing of the Developer Facilities; and

(e) a copy of all promissory notes, mortgages, deeds of trust and loan agreements which the Developer shall have theretofore executed in connection with the acquisition or improvement of the Developer Site. Following the giving of any such notice, the Developer shall not enter into or execute any further leases or occupancy agreements, contracts or agreements, commitments or notes, mortgages, deeds of trust or loan agreements, of the character referred to in clauses (b) through (e) above, without the prior consent of such Department Stores, which consent shall not be unreasonably withheld or delayed; provided, however, that in the event that none of the Department Stores elects to purchase the Developer Site and the Developer Facilities as hereinafter provided, this restriction shall automatically lapse and terminate.

On or before thirty (30) days after the date of the notice is received by the Developer, the Developer shall

4328 RV-2