

Agreement, the Operating Agreement and the Easement Agreement which shall be binding upon and inure to the benefit of such person or entity. In the event the sale, assignment or transfer to such person or entity is not completed within the period specified in the original offer, Sears shall again be subject to the restrictions imposed by this Section 5.05.

#### ARTICLE VI

##### INSURANCE

##### Section 6.01. Fire and Extended Coverage Insurance.

Throughout the term of this Agreement, each party shall keep the buildings and other structures on its Site insured against loss or damage by (i) fire and the perils commonly covered under the extended coverage endorsement in an amount which is not less than ninety percent (90%) of the actual replacement cost of such buildings and other structures, excluding the cost of foundations, excavations and footings below the lowest basement floor and (ii) the explosion or rupture of pressure vessels, if such buildings shall be heated by means of a central utility plant, in an amount which is not less than \$100,000 per accident, such insurance to be written on a replacement cost basis.

Any loss covered by such insurance shall be adjusted with the insured. In the event the loss is in excess of \$100,000.00 and neither the insured nor a corporation which has guaranteed performance of the insured's obligations hereunder shall have a net worth of more than \$40,000,000, the insurance proceeds shall be deposited in a bank or trust company satisfactory to the parties hereto to be held in trust and disbursed as the work of restoration progresses. In the event the loss does not exceed \$100,000.00 or the insured or a corporation which has guaranteed performance of the insured's obligations hereunder shall have a net worth