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to the tenants, subtenants, concessionaires and licensees, officers, employees, agents, customers and invitees of the Developer, for the benefit of the Developer Site, a temporary nonexclusive right, privilege and easement to use the Easement Premises for the purposes set forth in Section 3.02 hereof, without payment to Federated of any fee or other charge therefor, except for the payment of taxes as hereinafter set forth. Developer hereby agrees, during such period as Developer has the right pursuant to this Section 1.10 to use the Easement Premises or any portion thereof, to assume and faithfully perform all covenants and obligations of Federated with respect to the Easement Premises, or such portion thereof as Developer may have the right to use pursuant hereto, required to be performed by Federated under the terms and conditions of this Agreement, the Supplemental Operating Agreement between the Developer and Federated and the Easement Agreement, including without limitation the maintenance and lighting of the Easement Premises, the maintenance of all utility lines traversing the Easement Premises, compliance with all governmental laws, ordinances, rules and regulations and with all regulations relating to the Common Facilities, the provisions of hazard and public liability insurance, the indemnification of the parties hereto and the removal of liens caused by the Developer. The Developer hereby agrees to protect, defend, indemnify and save harmless Federated from and against all claims, actions, damages, liabilities and expenses, including legal fees, in connection with bodily injury, death or property damage arising out of the use of the Easement Premises by Developer or any other person to whom the aforesaid easement is granted pursuant hereto, the condition thereof and the default of the Developer in the performance of its covenants and agreements under this Section 1.10. Developer further agrees not to make any change, modification or alteration to

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