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terminate as of the date of the termination of this Agreement and thereafter no longer be an encumbrance on any Site or (ii) exclude its Site from the operation and effect of this Agreement, such party shall be relieved of all further obligations thereafter accruing hereunder and the easements and licenses created under Article III as to its Site hereof shall expire and terminate as of the date of the exclusion of such Site and thereafter no longer be an encumbrance on such Site.

Section 10.16. Conveyance to Fourth Department Store. Notwithstanding anything to the contrary herein contained, the Developer may at any time convey the Fourth Department Store Site to the Fourth Department Store and simultaneously therewith, the parties hereto agree to enter into an amendment of this Agreement and the Developer will enter into a Supplemental Operating Agreement with the Fourth Department Store (which shall be incorporated into this Agreement in the same manner as the Supplemental Operating Agreements between the Developer and Penney and the Developer and Federated) which shall inter alia: (i) delete the Fourth Department Store Site from the Developer Site; (ii) add the Fourth Department Store Site as an additional Site within the Shopping Center; (iii) make the Fourth Department Store a party to this Agreement with the intent and purpose that the Fourth Department Store shall be deemed a Department Store for the purposes of this Agreement enjoying the same benefits and subject to the same obligations as Penney, Federated and Sears hereunder; (iv) obligate the Fourth Department Store to complete the construction of a retail department store building having substantially the same criteria therefor as required under the Federated Drawings, the Penney Drawings and the Sears Drawings which store building shall (A) be located within the Permissible Building Lines for the Fourth Department Store Site as shown on the