

FEDERATED

6/14/78

VOL 1007 PAGE 800

or the Developer, as the case may be. The Developer agrees at the time it delivers the certificate contemplated under Section 10.11 hereof, to assign to Federated, without warranty or representation, any and all warranties and guarantees applicable to the work performed by the Developer on the Federated Site which were given to and benefit the Developer under any agreement with parties other than Federated pursuant to which said work was performed. The Developer hereby warrants the On-Site Improvements performed by the Developer on the Federated Site against latent defects which warranty shall commence on (i) the date on which the building pad located on the Federated Site is delivered to Federated, as to such building pad, and (ii) the date on which the On-Site Improvements required to be installed on the Federated Site by the Developer are completed, as to the On-Site Improvements, as the case may be, and shall continue and be enforceable for a period of one (1) year thereafter.

ARTICLE III

EASEMENTS AND LICENSES

Section 3.01. Attachment of the Mall to the Federated Building. Where the Plot Plan and Design Plan show the Mall and the store buildings on either side thereof abutting one side of the Federated Building, Federated agrees that the Developer shall have the right to attach the Mall and the store buildings to the Federated Building without any obligation by the Developer to pay Federated any amount or sum for such right. Federated agrees it will provide, at its cost, reglets or similar devices in the exterior walls of the Federated Building to receive the flashing on the Mall and the store buildings on either side thereof. Otherwise Federated shall have no obligation to the Developer to contribute to the payment of the cost of attaching the Mall and the store buildings to the Federated Building. The

4328 RV-2