

Site which is benefited by said easement provided such building is not rebuilt within two (2) years after the date of such demolition but shall not be affected by a termination of this Agreement or the demolition of the building which is located on the Site which is burdened by said easement.

Section 3.04. Easement for Parking. Subject to the conditions hereinafter set forth, the Developer hereby agrees, upon request by Federated, to grant to Federated and to its respective tenants, subtenants, concessionaries and licensees, officers, employees, agents, customers and invitees of each, for the benefit of the Federated Site, a temporary non-exclusive right, privilege and easement to use the Common Facilities located on that portion of the Developer Site described on Exhibit "H" hereof for the purposes for which the Common Facilities are designed without payment of any fee or charge therefor. The obligation of the Developer to grant the foregoing easement is subject to the condition that (i) the Developer shall have permanently ceased to operate the Developer Facilities on the Developer Site and the Operating Agreement is terminated, (ii) the Developer has the right of possession of the land demised under any lease which is encumbered by such easement or portion thereof, (iii) Federated is operating a retail department store in the Federated Building under a name which shall include the name "Rich's" or such other name under which Federated is operating the Rich's Division or any other division of Federated operating like retail department stores and (iv) Federated agrees to perform all maintenance and repair and to maintain such insurance with respect to said Common Facilities as is required pursuant to the terms and provisions of this Agreement and the Operating Agreement. The foregoing easement shall automatically expire and terminate by limitation upon the failure of any condition set forth in Item (i) through (iv) next above.