

the event that subsequent to the construction of the detached accessory building on the Federated Site said building is destroyed or partially damaged by any casualty, Federated agrees, on or before thirty (30) days after the date of such casualty, to deliver notice thereof to the Developer and under said notice elect to (i) raze the detached accessory building and return the portion of the Federated Site on which it is located to a clean, orderly and sightly condition, or (ii) restore the detached accessory building. Federated agrees to complete the demolition contemplated under item (i) next above or the restoration contemplated under item (ii) next above on or before one hundred twenty (120) days following the date of its election as hereinabove provided. In the event Federated elects and performs its obligations pursuant to items (i) or (ii) above, the terms and provisions of this paragraph shall again be applicable to any subsequent construction or demolition of the detached accessory building, as the case may be. In the event that, subsequent to the construction of the detached accessory building on the Federated Site, Federated elects to discontinue the operation thereof, Federated agrees to give notice thereof to the Developer and if the Developer desires to use the detached accessory building Federated agrees to attempt to negotiate, in good faith, with the Developer for its use of the detached accessory building on terms and conditions mutually satisfactory to the Developer and Federated. In the event the Developer is permitted the use of that portion of the Federated Site on which the detached accessory building is located, the Developer agrees to use the detached accessory building for a use which is compatible with the Shopping Center.

Federated covenants and agrees that, throughout the period during which it is obligated to operate a department store in the Federated Building, it shall maintain or cause