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shall not inure to the benefit of or be enforceable by Sears.

Except in those cases in this Agreement where specific reference is made to provisions of the Supplemental Operating Agreement between the Developer and Sears which must necessarily be referred to in order to give meaning to the provisions of this Agreement, the parties agree that the mere reference in this Agreement to the Supplemental Operating Agreement between the Developer and Sears whether direct, indirect, express or implied does not create in any of the other Department Stores any rights or benefits in or to or to enforce any provisions of the Supplemental Operating Agreement between the Developer and Sears; and Sears hereby waives and releases any rights which it may have acquired under this Agreement to enforce or to benefit from the terms and provisions of the Supplemental Operating Agreements entered into between the Developer and Penney and the Developer and Federated. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to restrict or abridge any right granted to Federated or Penney under their respective Supplemental Operating Agreements with the Developer.

Section 1.03. Defined Terms. Unless otherwise defined herein, in the Supplemental Operating Agreements or unless the context of the use of the term otherwise requires, any term used herein, the initial letters of which are capitalized, shall have the following meaning:

(a) "Adjoining Premises" shall mean that tract of land adjoining the Entire Premises which is identified as the Adjoining Premises and more particularly described in the Easement Agreement.

(b) "Common Facilities" shall mean the following portions of the Shopping Center:

(i) the Parking Area of the Developer and the Department Stores;

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