

FEDERATED

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of Federated or providing services ancillary to the retail operations of Federated and, provided further, that for the duration of the operating covenant of Federated such departments or ancillary services shall be operated as a part of and under the auspices of Federated.

Section 6.05. Temporary Cessation of Business. No temporary cessation of business by either party which is occasioned by the making of repairs, alterations, renovations, the taking of inventory or by any Unavoidable Delay nor any temporary cessation of business not in excess of three (3) months, shall constitute a breach on the part of either party so ceasing business of its operating covenant as provided in this Article VI.

Section 6.06. Enforcement of Covenant to Operate of Sears. Provided Federated shall not be in default under its operating covenant set forth in Section 6.01 hereof, the Developer agrees that, in the event, that at any time, Sears is in default of its covenant to operate set forth in Article V of the Supplemental Operating Agreement between the Developer and Sears, the Developer will give notice thereof to Federated and on or before one hundred and twenty (120) days after the date of such notice, file all necessary legal action against Sears to enforce such defaulted covenant and pursue with due diligence such legal action to judgment as hereinafter provided. In the event (i) the Developer fails to pursue with due diligencesuch legal action against Sears for its default of such covenant or (ii) Sears has not cured such default or is in default of any of the terms of such covenant to operate as of that date which is three (3) years after the date of the filing of the legal action contemplated above, Federated may, upon giving notice to the Developer and the other Department Stores, elect to be released from all further obligations under Section 6.01 hereof, terminate this Agreement and exclude the Federated Site from the operation and effect of the Operating Agreement. In the