

provisions of Sections 5.01, 5.02 and 5.04 of the Operating Agreement, (ii) the Developer not being in default of its covenant to operate as set forth in Section 6.02 hereof and (iii) Unavoidable Delays, it shall for a period of fifteen (15) years following the opening of the Belk Building for business continuously operate a retail department store in the Belk Building containing a Floor Area at least equal to the minimum Floor Area specified in Section 1.03(ss) of the Operating Agreement under a name which shall include the name "Belk", or "Belk-Simpson" or such other name under which Belk shall be operating a majority of its like retail department stores. From and after the expiration of the operating covenant of Belk, Belk shall have no obligation to operate the Belk Facilities. Belk further agrees that, for a period of five (5) years from and after the expiration of the operating covenant set forth above, the use of the Belk Facilities shall be restricted to a compatible single retail use; provided, however, Belk shall have no obligation to use the Belk Facilities during said five (5) year period. Belk covenants and agrees that, throughout the period during which it is obligated to operate or cause to be operated a department store in the Belk Building, it shall maintain or cause to be maintained entrances to the Belk Building, on both levels of the Mall, from the Mall and not obstruct or in any way interfere with the free and uninterrupted flow of pedestrian traffic between the Belk Building and the Mall, on both of its levels, through the aforesaid entrances during all hours that the Belk Building is open for business.

Section 6.02. Operating Covenant of the Developer.

The Developer covenants and agrees that, subject to (i) the provisions of Sections 5.01, 5.02 and 5.04 of the Operating Agreement (ii) Unavoidable Delays and (iii) Belk and one of