

- (iii) Is devoted primarily to entertainment such as an amusement or game center, a pool or billiard room, or a bowling alley;
- (iv) Is devoted to a non-retail business such as a bank, a savings and loan association, a lending institution, or a doctor or dentist;
- (v) Sells pornographic books, movies, or records; and
- (vi) Conducts a service business such as beauty salon, barber shop, shoe repair or shine shop.

11.3 EXPANSION. DEVELOPER warrants all future expansion of the SHOPPING CENTER shall take place within the permissible building lines shown on Exhibit A.

11.4 DEVELOPER'S COVENANT TO OPERATE. DEVELOPER hereby covenants and agrees DEVELOPER TRACT shall be operated as a Shopping Center for so long as MERCANTILE or any tenant or occupant of MERCANTILE TRACT shall be operating a retail department store, except when prevented from so doing by cause beyond its control, under the name GREENVILLE MALL in a manner consistent with the best standards of shopping center practice, and shall use its reasonable efforts to keep all store space leased to the end that the SHOPPING CENTER will be utilized to the maximum extent possible for retail purposes. During such period DEVELOPER will not cancel or terminate, except for default for failure to operate or failure to pay rent, without the prior approval of MERCANTILE, its agreement or lease with WARD, and if it makes an agreement or lease for the building between MERCANTILE BUILDING and the building for WARD, such agreement or lease, and such tenant leases that the total GLA occupied is less than 60% of the GLA on DEVELOPER TRACT.

11.5 MERCANTILE COVENANT TO OPERATE. Provided that (i) the lease or agreement to be entered into by DEVELOPER with WARD contains an operating covenant requiring WARD to operate a retail department store under its name for at least 15 years, and it does in fact so operate its store, (ii) tenants occupying at least 60% of the GLA of the building referred to in 2.1(ii) shall be operating their stores, and (iii) DEVELOPER shall not be in default under its operating covenant set forth in 11.4, MERCANTILE agrees that during the period beginning on the date MERCANTILE opens its store for business and ending 15 years from said opening date, MERCANTILE will, except when prevented temporarily from so doing by

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