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execute and deliver to the other a certificate, in recordable form, which states that (i) this Agreement and the Supplemental Operating Agreement with such Department Store is unmodified and in full force and effect or, if modified, that this Agreement and/or such Supplemental Operating Agreement, as modified, is in full force and effect, and states the modifications and (ii) whether or not, to the best of its knowledge, any other party to this Agreement and/or the other party to such Supplemental Operating Agreement is in default of any of its obligations hereunder or thereunder, as the case may be, and specifying the nature of such default, if any. Any purchaser, assignee or mortgagee of any Site may rely on the information contained in the certificates given hereunder.

Section 10.13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 10.14. Term of this Agreement. Unless terminated pursuant to the terms hereof, this Agreement shall continue and the obligations hereunder shall remain binding and the easements in the Common Facilities shall remain effective from the date hereof until the Opening Date and thereafter (i) with respect to the Developer, Penney and Federated, for a period of fifty-five (55) years and (ii) with respect to Sears, for a period of thirty-five (35) years.

Section 10.15. Survival of Easements. Except as provided herein or in the Easement Agreement, in the event any party hereto pursuant to the provisions of this Agreement or its Supplemental Operating Agreement with the Developer shall (i) terminate this Agreement, such party and all other parties hereto shall be relieved of all further obligations thereafter accruing hereunder and the easements and licenses created under Article III hereof shall expire and

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