

FEDERATED
6/14/78

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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 Federated Building for business continuously operate a retail department store in the Federated Building containing a Floor Area at least equal to the minimum Floor Area specified in Section 1.03(j) of the Operating Agreement under a name which shall include the name "Rich's," or such other name under which Federated is operating the Rich's Division or any other division of Federated operating like retail department stores (herein referred to as the "operating covenant" of Federated). From and after the expiration of the operating covenant of Federated, Federated shall have no obligation to operate the Federated Facilities. Federated 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 Federated Facilities shall be restricted to a compatible single retail use; provided, however, Federated shall have no obligation to use the Federated Facilities during said five (5) year period.

Notwithstanding the foregoing or anything contained in this Agreement to the contrary, it is understood and agreed that Federated shall not be required to construct (or, in the event Federated elects to construct a detached accessory building on the Federated Site, to restore after any casualty thereto) or to operate a detached accessory building on the Federated Site under the operating covenant of Federated; provided, however, that in the event that Federated constructs a detached accessory building on the Federated Site, Federated agrees to operate said building as an automobile accessory facility for such period as Federated elects. So long as the detached accessory building is in existence, Federated agrees to maintain and repair the same and to keep the portion of the Federated Site immediately adjacent thereto in a clean and sightly condition. In