

Developer's Site or the Sears Site, as the case may be, after the completion of all construction thereof; provided, however, that the location and dimensions of the foregoing easements shall be subject to the agreement of the Developer and Sears. The encroaching party agrees to maintain, at its cost and expense, said projections and encroachments. At the request of either the Developer or Sears, the parties hereto will enter into an agreement, in recordable form, describing the foregoing easements in accordance with a survey which shall be made at the expense of the party requesting such agreement. The foregoing easements shall terminate upon the demolition of the building located on the Site which is benefited by said easement but shall not be affected by a termination of this Agreement or the demolition of the building which is located on the Site which is burdened by said easement.

ARTICLE IV

CASUALTY

Section 4.01. Damage or Destruction. In the event the Sears Facilities or the Developer Facilities shall be damaged or destroyed by a casualty, the obligations of Sears or the Developer, as the case may be with respect thereto shall be as set forth in Section 5.04 of the Operating Agreement.

ARTICLE V

COVENANTS TO OPERATE

Section 5.01. Operating Covenant of Sears. Sears covenants and agrees with the Developer that, subject to (i) the 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 5.02 hereof and (iii) Unavoidable Delays, it shall, for a period of fifteen (15) years following the opening of the Sears Building