

the other Department Stores not being in default under their respective operating covenants, Developer shall, for a period of twenty (20) years following the date the Developer Facilities are opened for business with the public, continually operate the Developer Facilities under the name "Haywood Mall" in a manner consistent with the best standards of regional shopping center practice and shall use its best efforts to keep all store space in the Developer Facilities leased such that the Shopping Center will be utilized to the maximum extent possible for retail purposes. The Developer covenants and agrees that, throughout the period during which it is obligated to operate pursuant to the terms of this Section 6.02, it shall maintain or cause to be maintained entrances to the Mall, on both levels, from the Belk Building and not obstruct or in any way interfere with the free and uninterrupted flow of pedestrian traffic between the Mall and the Belk Building, on both of its levels, through the aforesaid entrances during all hours that the Mall is open for business.

Section 6.03. Operation of Business by Belk. Except as otherwise provided in this Agreement, the Developer shall have no right or power to regulate Belk in the manner of operation of its business on the Belk Site.

Section 6.04. Leases and Concessions. Without in any way affecting the obligations of Belk under Section 6.01 hereof, Belk may lease portions of the Belk Building or license departments thereof or grant concessions therein to other parties; provided, however, that any such lease, license or concession shall be solely for the purpose of operating specific departments of the retail operations of Belk or providing services ancillary to the retail operations of Belk and, provided further, that for the duration