

6/14/78

VOL 1007 PAGE 628

Store contained in the Supplemental Operating Agreement between the Developer and such Department Store but subject to all of the other terms and provisions of this Agreement, and the Supplemental Operating Agreement and General Expense Agreement between the Developer and such Department Store; provided, however, such person or entity shall not, during the term of the operating covenant of such Department Store, use the Site of any such Department Store for any purpose other than for a retail use which is compatible with the operation of the Shopping Center.

Notwithstanding anything to the contrary herein contained, if, in order to secure an indebtedness, any of the Department Stores shall (i) convey its Site and assign its interest under this Agreement and its Supplemental Operating Agreement and General Expense Agreement with the Developer in connection with a sale and leaseback or lease and subleaseback financing and such party or its parent corporation shall simultaneously become vested with a leasehold estate or similar possessory interest in the Site by virtue of a lease made by the assignee or lessee, as the case may be, or (ii) convey its Site by way of a deed of trust or mortgage and retain its possessory interest therein; then, in neither of such events shall the assignee of this Agreement and the Supplemental Operating Agreement and General Expense Agreement with the Developer under any such sale and leaseback or lease and subleaseback, any other subsequent owner of such Site, or the trustee, beneficiary or mortgagee under any such deed of trust or mortgage be deemed to have assumed or be bound by any of the obligations of any party hereunder or thereunder for so long as such party or its parent corporation shall retain such possessory interest, and such obligations shall continue to remain those of such party or its parent corporation so long as it retains such possessory interest. The performance by any party hereto of any agreement required