

ARTICLE XI

TENANCIES AND OCCUPANCIES ON DEVELOPER TRACT

11.1 LEASES. DEVELOPER hereby covenants that DEVELOPER either has entered into or will enter into bona fide leases or operating agreements for portions of DEVELOPER TRACT, non-cancellable except for default, condemnation, loss of other tenants, non-compliance with construction provisions or provisions for restoration in case of substantial damage by fire or other casualty or like matters, with WARD and with tenants occupying at least 60% of the balance of the GLA of the buildings referred to in Clause (ii) of 2.1, which leases shall include a lease to a restaurant or cafeteria, and which leases shall provide that the tenant or occupant shall open for business on or before the planned opening date set forth in 5.4. If DEVELOPER shall fail to furnish MERCANTILE, before June 1, 1977, proof satisfactory to MERCANTILE that leases or occupancy agreements meeting the requirements next above set forth have been made, MERCANTILE may, at its option, cancel and terminate this AGREEMENT by giving DEVELOPER written notice of its intention to do so at any time after such date, but prior to DEVELOPER furnishing MERCANTILE such proof; provided, however, that DEVELOPER shall have 30 days after date of such notice in which to cure such default. In addition, DEVELOPER hereby agrees to use DEVELOPER'S best efforts to lease the store building approximately midway between the MERCANTILE BUILDING and the building for WARD to J. C. PENNEY CO., INC., and DEVELOPER agrees that if it makes a lease or other arrangement with J. C. PENNEY CO., INC., or any other tenant or occupant for such building, then J. C. PENNEY CO., INC. or the tenant or occupant, as the case may be, will agree to operate from such building for a period of time equal to the then unexpired period of MERCANTILE'S operating covenant set forth in 11.5.

11.2 DEVELOPER MALL STORES. DEVELOPER covenants and agrees that it will not permit any establishment to be located within 150 feet of the mall entrance to the MERCANTILE BUILDING which:

- (i) Sells food for either on or off-premises consumption if the operation is generally characterized as a "stand-up" operation or a "fast-food" operation;
- (ii) Sells pets and animals;

d. b. d.

[4328 RV-2]