

said failure and one hundred and eighty (180) days in which to cure said occupancy rate failure and (iv) Unavoidable Delays, it shall:

(a) For a period of ten (10) years following the opening of the Penney Building for business, continuously operate a retail department store in the Penney Building containing a Floor Area at least equal to that specified in Section 1.03(bb) of the Operating Agreement under a name which shall include "J. C. Penney," "Penney," "Penney's" or such other name under which Penney shall be operating a majority of its like retail department stores.

(b) After the expiration of the initial period set forth in Section 6.01(a) hereof, for an additional period of ten (10) years, continuously operate or cause to be operated in the Penney Building a retail department store.

Penney covenants and agrees that, throughout the period during which it is obligated to operate or cause to be operated a department store in the Penney Building, it shall maintain or cause to be maintained entrances to the Penney Building, on both levels of the Mall, from the Mall and not obstruct or in any way interfere with the free and uninterrupted flow of pedestrian traffic between the Penney Building and the Mall, on both of its levels, through the aforesaid entrances during all hours that the Penney Building is open for business.

Section 6.02. Operating Covenant of the Developer.

The Developer covenants and agrees that, subject to the provisions of Sections 5.01, 5.02 and 5.04 of the Operating Agreement and provided Penney and one of the other Department Stores shall not be in default under their respective operating covenants, Developer shall, for a period of twenty (20) years following the date the Developer Facilities are opened