

for business with the public and for so long thereafter as department stores or retail merchantile establishments in the nature of a department store are being operated on the Penney Site and one other Department Store Site, 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.

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

Section 6.04. Leases and Concessions. Without in any way affecting the obligations of Penney under Section 6.01 hereof, Penney may lease portions of the Penney 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 Penney or providing services ancillary to the retail operations of Penney and, provided further, that for the duration of the operating covenant of Penney such departments or ancillary services shall be operated as a part of and under the auspices of Penney.

Section 6.05. Temporary Cessation of Business. No temporary cessation of business by either party which is occasioned by the making of repairs, alterations or renovations or by any Unavoidable Delay nor any temporary cessation of business not in excess of three (3) months, shall constitute a breach on the part of either party so ceasing business of its covenant to operate as provided in this Article VI.