

to be maintained entrances to the Federated 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 Federated Building and the Mall, on both of its levels, through the aforesaid entrances during all hours that the Federated Building is open for business. Notwithstanding the foregoing, in the event that the Developer Facilities identified in Section 1.03(f)(i) of the Operating Agreement fall below an occupancy rate of fifty percent (50%) of the Floor Area thereof for a continuous period of two hundred and seventy-five (275) days and the Developer shall not have cured such occupancy rate failure on or before one hundred eighty (180) days after the receipt of notice thereof from Federated, Federated, at its option, shall have the right to close a Mall level entrance of the Federated Building to the Mall for such period of time as is required for the Developer to cure the minimum occupancy rate hereinabove set forth. Federated agrees that it shall reopen the Mall level entrance closed by Federated pursuant to the terms hereof on or before thirty (30) days after the date the Developer shall have given Federated notice that the Developer has cured the occupancy rate failure. The minimum occupancy requirement set forth hereinabove shall be deemed to be satisfied if the Developer has signed leases with tenants of portions of the Developer Facilities which equal fifty percent (50%) or more of the Floor Area thereof and which by their terms require the tenants thereunder to be open for business.

Section 6.02. Operating Covenant of the Developer.

The Developer covenants and agrees that, subject to Unavoidable Delays, the provisions of Sections 5.01, 5.02 and 5.04 of the Operating Agreement and provided Federated and one of the other Department Stores shall not be in default under their respective operating covenants, the Developer shall,