

FEDERATED  
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VOL 1007 PAGE 838

for a period of twenty (20) years following the Opening Date and for so long thereafter as Federated and one of the other Department Stores are operating their respective Facilities as department stores or retail merchantile establishments in the nature of a department store, continually operate the Mall 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. The Developer covenants and agrees that provided Federated is operating or causing to be operated a department store or retail mercantile establishment in the nature of a department store in the Federated Building and the Developer Facilities are open for business, it will 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 Mall is open to the public.

Section 6.03. Operation of Business by Federated.

Except as otherwise provided in this Agreement, the Developer shall have no right or power to regulate Federated in the manner of operation of its business on the Federated Site. Notwithstanding the foregoing, in no event shall the hours of operation for Federated for any week be less than fifty (50).

Section 6.04. Leases and Concessions. Without in any way affecting the obligations of Federated under Section 6.01 hereof, Federated may lease portions of the Federated 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