

for business, continuously operate a retail department store in the Sears Building containing a Floor Area at least equal to that specified in Section 1.03(kk) of the Operating Agreement under a name which shall include the name "Sears, Roebuck and Co.," or such other name under which Sears is operating a majority of its like retail department stores. Sears further agrees that for the term of this Agreement it shall use the Sears Facilities only for a compatible retail use. Sears covenants and agrees that, throughout the period during which it is obligated to operate a department store in the Sears Building, it shall maintain or cause to be maintained entrances to the Sears 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 Sears Building and the Mall, on both of its levels, through the aforesaid entrances during all hours that the Sears Building is open for business. The provisions of this Section 5.01 are personal between Sears and the Developer and may not be assigned except to a person or entity (i) acquiring all of the Developer Site or such portion thereof which shall include the Mall and the store buildings and assuming all of the obligations of the Developer under this Agreement and (ii) acquiring all or a portion of the interest of the Developer in the Developer Site as security for any indebtedness.

Section 5.02. Operating Covenant of the Developer.

The Developer covenants and agrees with Sears that, subject to (i) the provisions of Sections 5.01, 5.02 and 5.04 of the Operating Agreement (ii) Unavoidable Delays and (iii) Sears and one of the other Department Stores not being in default under their respective operating covenants, Developer shall, for a period of twenty (20) years following the date the Developer Facilities are opened for business and for so long thereafter as Sears and one of the other Department Stores