

to repair or restore MERCANTILE TRACT or to thereafter operate. After the period during which MERCANTILE has covenanted to operate, MERCANTILE shall have no obligation to repair or restore MERCANTILE TRACT; irrespective of the extent of the damage thereto, except as otherwise provided in 8.5 of this AGREEMENT.

8.2 DAMAGE TO DEVELOPER TRACT. If any of the buildings on DEVELOPER TRACT (including the enclosed mall) are damaged by fire or other casualty customarily insured under an extended coverage endorsement, or a taking described in ARTICLE X, DEVELOPER shall immediately commence and diligently prosecute to completion repair of all such damage and shall restore said improvements to their condition prior to such damage, subject to any of its rights or elections under ARTICLE X in the event of such taking. However, if 33-1/3% or more of the value of DEVELOPER TRACT is destroyed or damaged within two years prior to the end of the period set forth in 11.5 during which MERCANTILE covenanted to operate a retail department store on MERCANTILE TRACT, or at anytime thereafter, then DEVELOPER shall not be obligated to repair or restore DEVELOPER TRACT unless MERCANTILE agrees in writing under this Operating Agreement to operate a retail department store on MERCANTILE TRACT under the J. B. WHITE & COMPANY trade name or such name as then in use by its stores for a further period expiring at least ten years from the date of such damage or destruction.

8.3 PARKING AREA RESTORATION. Anything herein to the contrary notwithstanding except a termination of this AGREEMENT under ARTICLE VIII or X, DEVELOPER covenants that in the event of any damage or destruction to the PARKING AREAS during the term of this AGREEMENT, by any cause whatsoever, whether insured or uninsured, DEVELOPER shall restore, repair or rebuild the PARKING AREAS on DEVELOPER TRACT with all due diligence, except that with respect to a taking under ARTICLE X hereof, DEVELOPER shall be entitled to provide double decked parking to comply with the parking ratio described in this AGREEMENT, provided that the plans for and location of such double decked parking are approved by MERCANTILE which approval shall not be unreasonably withheld.

8.4 QUALITY OF RECONSTRUCTION. THE PARTIES covenant and agree that in the event of the loss through a taking or damage or destruction of all or any part of their respective tracts and as often as any part

REVISED

[4328 RV.2]