

concrete or by installing a suitable base surfaced with a bituminous or asphaltic wearing surface. Plans and Specifications for such work shall be subject to THE PARTIES prior approval. Such work shall be done in a good workmanlike manner, and shall comply with all requirements of laws.

12.4 COMMON AREA CLEANING. DEVELOPER shall keep all COMMON AREAS in a clean, neat condition at all times and shall keep all such areas exposed to the elements free from ice and snow. Without limiting the generality of the foregoing, DEVELOPER must:

- (i) Empty all trash containers in the mall and other COMMON AREAS as needed, but in any event will check at least two times per day.
- (ii) Sweep or vacuum the mall as needed, but in any event at least one time per day, and buff all polished areas at least one time per week.
- (iii) Pick up paper and trash on the sidewalks and parking areas each day prior to opening and sweep roadway adjacent to all buildings each day prior to opening. Sweep entire parking area once each week.
- (iv) Remove ice and snow from the exposed areas as soon as possible after the fall.
- (v) Cause all garbage receptacles of all tenants to be emptied, and the garbage removed as needed, but in any event at least two times per week, except that all restaurants, and other eating establishments must have their garbage removed daily.

DEVELOPER shall keep a daily record of its cleaning of the COMMON AREAS showing with particularity the date and time that each cleaning function was performed and the name of the person or service performing same and the name of the person designated to supervise and verify that such cleaning was in fact performed. Such record shall be available for inspection by MERCANTILE at all reasonable times. If DEVELOPER shall fail to comply with any one of the requirements of this 12.4, and such failure shall recur at any time during the 90 days following written notice by MERCANTILE to DEVELOPER and the other party of such failure, MERCANTILE may, for each day within said 90-day period that any one of the requirements is not met, withhold for each such day the COMMON AREA charges required by 12.8, prorated to a daily rate, and, at MERCANTILE'S option, during such period, MERCANTILE may perform the requirements of this 12.4 and charge DEVELOPER 1.5 times the cost of such performance less the amount withheld; provided, however, that during such times that

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