

DEVELOPER'S mortgagee is owner of DEVELOPER TRACT, the amount charged to DEVELOPER'S mortgagee shall be limited to MERCANTILE'S actual cost of performing the requirements of this 12.4.

12.5 OPERATIONS. All COMMON AREAS shall be open and operated on each day that MERCANTILE BUILDING is open for business, such opening and operation to begin at least 30 minutes prior to the opening of MERCANTILE BUILDING and shall extend until at least 30 minutes after the close of MERCANTILE BUILDING. DEVELOPER covenants for such times as the mall is open for the public, to cause adequate light and ventilation to be furnished therein and to maintain temperatures therein in accordance with the following standards:

- (i) Heating Season: A prevailing minimum indoor temperature of 68° F. with the outside temperature ranging to as low as 0° F.;
- (ii) Cooling Season: A prevailing maximum indoor temperature of 78° F. and a relative humidity of 50% with (a) an outside dry bulb temperature ranging to as high as 93° F. coincident with a wet bulb temperature of 75° F., (b) an installed electric level of 3-1/2 watts per square foot of conditioned space, and (c) a maximum occupancy load of one person per 100 square feet of conditioned space;
- (iii) Outside Air Requirements: 6 air changes per hour with minimum 10% fresh air.

MERCANTILE agrees that it will design its heating, ventilating and cooling system to operate in accordance with the above and that it will operate such system in accordance with the above criteria.

12.6 PARKING AREA. THE PARTIES hereby grant to each other non-exclusive easements in, to, and over the parking areas, sidewalks, aisles, streets and driveways on their respective tracts. THE PARTIES shall cause the parking areas, sidewalks, aisles, streets and driveways on their respective tracts to be maintained as such during the term of this AGREEMENT and the parking areas, sidewalks, aisles, streets and driveways shall not be fenced or otherwise obstructed and shall be kept open at all times for the free use thereof, and shall not be used for the display or sale of merchandise or for any purpose not contemplated by this AGREEMENT. All parking areas located within ENTIRE PREMISES shall be used

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