

6/14/78

VOL 1087 PAGE 605

permitted hereunder in such a manner that the construction or operation of any building located on any Site would thereby be interfered with or delayed. The license hereinabove permitted shall be temporary and shall be used only for such period as shall be reasonably necessary for the performance of the construction contemplated hereunder. The party exercising its rights under the license permitted hereunder shall, upon completion of the construction for which such license is permitted, promptly, at its own cost and expense, repair and restore any damage done to any Site and leave the area affected thereby free and clear of all loose dirt, debris and construction materials.

ARTICLE IV

MAINTENANCE AND LIGHTING

Section 4.01. Maintenance of the Developer Facilities and the Department Store Facilities. From and after the date any party hereto opens its Facilities for business with the public and throughout the term of this Agreement, such party shall maintain its Facilities in accordance with the terms of this Agreement and keep the same in a good and safe state of repair and in a clean and orderly condition. The Department Stores and the Developer shall each maintain their respective Facilities, as needed, so that such Facilities remain consistent with the highest retail standards for similar size stores in other regional shopping centers.

Section 4.02. Maintenance of Common Facilities. From and after the date any party hereto opens its Facilities for business with the public and throughout the term of this Agreement, such party shall maintain or cause to be maintained the Common Facilities on its Site in good order and safe state of repair, in a clean and orderly condition and, to the extent applicable, in compliance with the Rules and Regulations set forth in Exhibit "I" hereof.

4328 RV.2