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Developer to interrupt, curtail or suspend such service when necessary or advisable by reason of accident, emergency, mechanical failure or breakdown, the inability to obtain sufficient quantities of energy, and the requirement of any authority, whether mandatory or as a part of a voluntary energy reduction program, or any other cause beyond the reasonable control of the Developer; provided, however, that the Developer shall use its best efforts to cause such service to be restored as promptly as circumstances permit.

Section 4.06. Mall Expenses. The Department Stores shall pay to the Developer a portion of the cost of heating, ventilating and air conditioning the Mall and of operating and maintaining the equipment therefor as set forth in the General Expense Agreements between the Developer and each of the Department Stores.

Section 4.07. Common Facilities Maintenance Expenses. The Department Stores shall be responsible for a portion of the cost of maintaining and lighting the Common Facilities as set forth in the General Expense Agreements between the Developer and each of the Department Stores.

#### ARTICLE V

#### EMINENT DOMAIN AND CASUALTY

Section 5.01. Taking Affecting Continuation of Business. In the event all or any portion of (i) the Penney Building, (ii) the Federated Building, (iii) the Sears Building or (iv) the Mall and the store buildings located on the Developer Site shall be taken by condemnation or eminent domain by a public authority or sold or transferred to a public authority pursuant to the threat of condemnation or eminent domain so that, in the good faith judgment of the party affected by such taking, it shall not be feasible to continue business therein and said party shall not, within ninety (90) days after the date of the transfer of title to such public authority, notify the other parties that it