

and encroachments over and across the Developer Site or the Penney Site, as the case may be, but only to the extent that said projections and encroachments shall extend over the Developer's Site or the Penney Site, as the case may be, after the completion of all construction thereof; provided, however, that the location and dimensions of the foregoing easements shall be subject to the agreement of the Developer and Penney. At the request of either the Developer or Penney, the parties hereto will enter into an agreement, in recordable form, describing the foregoing easements in accordance with a survey which shall be made at the expense of the party requesting such agreement. The foregoing easements shall terminate upon the demolition of the building located on the Site which is benefited by said easement but shall not be affected by a termination of this Agreement or the demolition of the building which is located on the Site which is burdened by said easement.

ARTICLE IV

MAINTENANCE AND LIGHTING

Section 4.01. Maintenance of the Penney Facilities and the Developer Facilities. The Developer and Penney shall each maintain their respective Facilities in accordance with the terms of the Operating Agreement.

Section 4.02. Maintenance of Common Facilities. The Developer and Penney shall each maintain the Common Facilities on their respective Sites in accordance with the terms of the Operating Agreement. The cost and expense incurred in connection with said maintenance shall be borne by the Developer and Penney in the manner set forth in the General Expense Agreement between said parties.

ARTICLE V

CASUALTY

Section 5.01. Damage or Destruction. In the event the Penney Facilities or the Developer Facilities shall be