

the buildings located on the Sites which are benefited by said easement but shall not be affected by a termination of this Agreement or the demolition of only one (1) of the buildings which is located on a Site which is burdened by said easement.

ARTICLE IV

MAINTENANCE AND LIGHTING

Section 4.01. Maintenance of the Belk Facilities and the Developer Facilities. The Developer and Belk 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 Belk 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 Belk 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 Belk Facilities or the Developer Facilities shall be damaged or destroyed by a casualty, the obligations of Belk or the Developer, as the case may be, with respect thereto shall be as set forth in Section 5.04 of the Operating Agreement.

ARTICLE VI

COVENANTS TO OPERATE

Section 6.01. Operating Covenant of Belk. Belk covenants and agrees with the Developer that, subject to (i) the