

6/14/78

VOL 1087 PAGE 604

expansion as shown on the Plot Plan, expire and terminate by limitation.

Each party agrees that it will not obstruct in any manner, including, but not limited to, sales or displays of merchandise (excluding, however, kiosks and other events sponsored by the merchants' association), any portion of the Common Facilities located on its Site; provided, however, that during the period from the date of this Agreement to the date on which each of the Department Stores opens its store building for business with the public, or during any period of any expansion or restoration permitted hereunder or under the Supplemental Operating Agreements, any Department Store may temporarily enclose or screen that portion of the Common Facilities located adjacent to the building being constructed, expanded or restored on its Site which is necessary or required to prevent general access thereto in order to safely complete the construction of such building.

Section 3.03. Temporary License for Construction.

During the period of the initial construction or any expansion or restoration of the Facilities of the Developer and the Department Stores on their respective Sites as permitted or required under the terms of this Agreement and the Supplemental Operating Agreements between the Developer and each of the Department Stores, each party hereby grants permission and licenses to the other parties, subject to the limitations hereinafter set forth, to use such portions of the Common Facilities located on its Site which are necessary to perform the construction contemplated under this Agreement and the Supplemental Operating Agreements between the Developer and each of the Department Stores. The license hereinabove permitted shall be subject to the limitations that it shall only be exercised (i) at reasonable times, (ii) during any period of construction and (iii) in accordance with and subject to good construction practices; provided, however, that no party shall exercise the license